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ANNUAL REPORT

OF THE

STATE BOARD OF CONCILIATION AND ARBITRATION

FOR THE YEAR ENDING DECEMBER 31, 1917.

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approved by the
Supervisor of Administration.

WILLARD HOWLAND, Chairman
CHARLES G. WOOD
FRANK M. BUMP

BERNARD F. SUPPLE, Secretary
Room 128, State House, Boston

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THIRTY-SECOND ANNUAL REPORT.

To the Senate and House of Representatives in General Court assembled.

In 1917 the nation's entry into war was the cause of extraordinary changes in every department of industry. The Federal government demanded men and materials, and required to be served first. The growth of a great army drew workers from their toil and no immigrants arrived to qualify for the abandoned occupations; the demand for ordnance and ordnance stores and other military supplies drained much of the labor that remained and the products of civilian industry dwindled or disappeared. Labor was at a premium. Skilled, semi-skilled and unskilled hands, shifting about in response to inducements, left many industries crippled or dislocated.

Normal business is grounded in a belief that human affairs will remain sufficiently stable for the development of its plans to produce and distribute goods and exchange their values. Information that affects this confidence, that organizes or shatters the credit on which business rests, is communicated with electric speed, while the relatively slow transportation of materials is more easily interrupted than accelerated. Not all the changes to which business is subject are fixed and determinate. The complex conditions of modern life render the estimation of costs an intricate problem. While arbitrary bounds, more or less vague in the shadows

of coming events, may be set to the prices of commodities, none have been found to fix the proportionate values of enterprising foresight and its assistants, — capital and physical energy. Of all questions on which men divide, that which relates to profits and wages is most nearly universal; for most men are closely engaged in gainful pursuit, and all must live on the fruits of the earth to which in some degree capital, enterprise or labor has been applied.

In intellectual or moral matters men may differ according to their ideals and systems of philosophy without challenging or accepting controversy, but whatever seems to threaten their material welfare will surely become the subject of dispute. The world of business and labor is never free from controversies. However many or few these may be they are for the most part peacefully entered and amicably composed, for employers and employed are conscious of their mutual dependence. When strikes are intruded they are always the exception; even when the total of controversial matters is greatest, the number of cases is relatively small in which either party resorts to offensive expedients, calculated to provoke. An erroneous belief, persisting in many quarters, that to strike or not to strike is substantially the labor question, has proposed as one solution that the public shall become the employer's partner, and as another, that it adopt the cause of labor. But neither proposal is entitled to consideration while it rests on a false foundation.

The industrial problem concerns performance and in what measure and degree the employer or the worker shall be compensated. That the problem can ever be solved with mathematical and obvious exactness in each and every in-

dustry may well be doubted; but having become the great feature of modern relations, affecting greater numbers than any other question on which men divide, it should not be confused with idleness that produces nothing. Strikes, boycotts, lockouts, blacklists may call attention to the demands of one party or the other, but when these are ended and labor resumed the question of what is due to each still remains unanswered.

The interruption of industrial performance through the fault of any of its human factors demonstrates a lack of efficiency. An enterprise subject to the caprice or malice of its participants is not well organized. Employers and craftsmen can stabilize opinion in their associations and unions, and when both organizations jointly covenant to preserve industrial peace an ideal relation of comity is established. The trade agreement thus effected attempts no academic solution of the labor problem, but it creates industrial conditions that present the net question fairly and hasten its final disposition. Meanwhile, let others whose interest is academic advocate the means provided by law for preventing the intrusion of acts of provocation and retaliation which detract from the issue and cause its neglect. The trade agreement brings both of the human elements into peaceful alliance. The workmen know that only profitable business can retain them steadily and pay good wages; the employers know that contented craftsmen render the best service. When for any reason or none they believe that the limit of concession has been reached, a resourceful mediator may reconcile them by suggesting ways and means of approaching agreement. Expediency, how best to maintain the relations of industrial

parties, is the only principle that needs to be applied in cases of conciliation. When these fail the deadlock may be dissolved by invoking the decision of a non-party. This is to resort to arbitration, the principle of which is justice rather than expediency. While this may not always be observed in quarters where the populace is undergoing the process of assimilation, the operation of time is bringing it into a fuller existence. Compliance with the law, for the most part cordial, comes more and more into view, and employer and employed manifest a disposition to have recourse to the peaceful provisions of the State and Federal labor laws. There is much to warrant a hope that this will become general, and that strikes and lockouts, always too many, but always relatively few, will disappear entirely and the labor question come into debate without foreign adulterations and impracticable remedies. Wherever uncharted reform makes way or drifts, the problem remains a far-off horizon for a new Columbus; and though he give to cast steel and iron a new world of golden dreams the question of the fair share will continue to challenge debate. Meanwhile a larger measure of contentment may be secured to all the factors in gainful undertakings by bringing labor, enterprise and capital into organic concurrence to maintain industrial peace as the law of this Commonwealth contemplates.

The onlooker who considers the trade agreement as it deserves will find no grounds of hope or fear that its general adoption may introduce a fanciful constitution of mankind with the principles of human nature left out. Until the highest stage of peaceful organization is reached, official con-

ciliation is the necessary complement of mutual endeavor and serves to cover its defects. When the elements of collective action so blend that employers and employed consult each other in matters of common interest, official arbitration is a useful supplement to their joint organization.

The law provides means by which abandoned conferences may be resumed until agreement results in a final adjustment or in submitting the matters in dispute to the judgment of open minds. Almost all the appeals to the arbitration of this Board are in pursuance of previous trade agreement, and in other instances, spontaneous or induced, the Board's awards result in just such agreements so to regulate future relations.

One hundred and eighty-five joint applications for arbitration have been received, 12 of which now pending will furnish matter for the next report. The Board induced agreements between the petitioners in 35 cases and by grouping the others determined 130 disputes in 101 decisions. Of 33 controversies in process of adjustment at the time of the thirty-first report, two resulted in agreement of parties and 31 were adjusted in 29 awards. Thirty-five other cases were also adjusted by reconciling the parties.

There were 18 cases of resolute resistance to peaceful overtures. These were investigated at hearings given publicly in the places of the difficulties, and the Board's unsought advice was with more or less grace accepted. Thirty petitions for certificates of normal business were filed by employers claiming to have emerged from labor trouble. Hearings having

been given, after due notice to all concerned, six of these petitions were withdrawn and four were dismissed; twenty certificates were issued.

All the awards, the principal conciliations and some of the minor cases appear in the pages which follow.

REPORTS OF CASES.

REPORTS OF CASES.

TAUNTON PEARL WORKS — TAUNTON.

At the beginning of 1917 a strike of mother-of-pearl workers, employed at the Taunton Pearl Works, engaged the attention of the Board pursuant to a notice received from the mayor of that city on December 6. It appeared that the employees had been complaining of unjust distribution of work, had struck, conferred with the management, and had returned to work in the latter part of November on condition that the employer would give careful consideration to demands for better lighting, sufficient time to remove factory stains, an increase of 10 per cent. in journeymen pearl-workers' wage rates, and 25 cents a day in the wages of other workers, abolition of a penalty for tardiness, etc.

The conference had been renewed on December 2, the demands were refused and the employees declared a strike. Another conference had been had on Monday, December 4. On the 7th no agreement was reached. The parties had expressed a willingness to make some concessions. The employer seemed willing to commute the penalty for tardiness, to improve the lighting coincidentally with other constructive work, and to grant time to cleanse the face and hands of the stains of toil; but he insisted on postponing an in-

crease of wage rates until the completion of existing contracts. The workers substituted a general demand for 25 cents a day increase for their first intention.

On January 18, 1917, the Board gave a public hearing, at which the employer filed a statement of facts, with the following definition of the company's attitude: —

We have voluntarily within the past year increased the pay of most of our employees. On March 16, 1916, the rate per hour was increased from $1 a day to $1.25 a day, and at that time the piece-working price we also increased to girls in our jewelry and pearl departments. The rate to unskilled men and boys has also been increased from $1.25 and $1.50 to $1.75 and $2 per day. Unskilled boys and girls constitute about 75 per cent. of our employees. About the only help in the shop that has not been increased in wages are about 15 skilled workers in our pearl department, whom we promised to increase on the 1st of February, and should have been glad to do it at that time had not these men left our employment in a body.

We have done all that we possibly could in the payment of wages to our help, and will continue so to do. We recognize the increased living expense now existing, and if we can conduct our business at a profit instead of a loss we shall pay the best wage we can to meet these conditions.

We are told that three-quarters of our employees who left our employment have succeeded in getting work in other places, and if they are satisfied with their conditions we wish them well. We are gradually filling the places of those who left, and shall continue so to do until all positions have been filled. If there are any of our old employees who desire to make application for work we shall certainly give their application proper consideration.

We expect that our rights and property, and the rights of our employees to work in safety and without wrongful interference, will be respected.

On February 12 the strikers returned to work at wages somewhat increased, and with the understanding that future differences would be adjusted in peaceful negotiation.

SPRINGFIELD PROVISION COMPANY — SPRINGFIELD, CHICOPEE; H. L. HANDY COMPANY, A. C. HUNT COMPANY — SPRINGFIELD.

An agreement for a 60-hour week in the meat industry at Springfield expired January 1. The next day 500 meat cutters and butchers struck to enforce a demand for a week of 50 hours, according to a vote of their union taken on December 22, 1916. A general officer of their organization was present at their deliberations before the strike, and suggested that no hostilities be adopted until a trial had been made of the methods of peaceful negotiation prescribed by law, but the men were resolved to strike.

On the day before the strike the mayor of Springfield notified the Board, as the law provides, that a strike was threatened. On January 2 the mayor of Chicopee gave a similar notice. Another notice was received from Mr. Guest, general organizer. The Board started immediately for the scene of the difficulty. On arriving at Springfield and consulting with the parties, a conference was arranged between Mr. Guest, on the part of 325 workers of the Springfield Provision Company, and Mr. Hooker, representing the company. The H. L. Handy Company and the A. C. Hunt Company had indicated a willingness to accept whatever agreement was arrived at in this conference as their own. No agreement having been reached, however, the Board mediated between the parties to bring about a reply to a compromise suggestion of 54 hours a week.

A public hearing was given on January 11 in the city council chamber, whereupon the Board issued the following recommendation: —

The Board, having considered the evidence adduced at the hearing of the parties to this controversy, recommends that the employees of the several establishments return to work upon the conditions of employment which prevailed as of December 30, 1916, and that the employers receive into their employment those who apply and for whom opportunity of employment exists in the several establishments, without discrimination.

This recommendation, however, shall not apply to those employees who have indulged in acts of violence or threats, if any, nor to those employees whose places may have been filled. But as to vacancies which may hereafter occur in the respective establishments, the employees of December 30, 1916, eligible for employment under this recommendation, shall be given preference.

In a month's time the Board was informed that practically every striker who desired to return had been reinstated.

STEAM FITTERS — FALL RIVER.

Seventy-five members of the Steam Fitters' Union, employed in various shops in Fall River, went out on strike on Monday, January 1. The Board interposed and brought about conferences of parties, which were continued from time to time throughout the month. On February 8 the parties arrived at an agreement, the terms of which were not published.

FALL RIVER BLEACHERY COMPANY.

The Board investigated the strike in the Fall River Bleachery with a view to bringing about an adjustment. It appears that toward the end of December, 1916, there was much discussion in the union concerning the discharge of two workmen, one of whom was idle by reason of the doctor's orders, and the other, it was claimed, was dismissed

because of his union activity among the Portuguese. A strike of 400 took place on January 2. In the second week the strikers became infirm of purpose, and as the result of wavering began the third week by returning to work. On Tuesday, January 16, all who desired to return were put to work, and the strike passed into history without being formally declared off.

FELTERS COMPANY — MILLBURY.

On January 2, 1917, an application, notifying the Board of a strike in the felt-making industry at Millbury, and requesting the Board's mediation, was received from the Rev. Harold L. Rotzel and others, duly appointed by employees in the dye room, hard felt room, hardening room, fulling room, carding room, picking room. It appeared that on December 22, 1916, about 75 employees of the Felters Company, variously employed, refused to accept insurance policies as Christmas gifts, and went out on strike, demanding a 10 per cent. increase in wages and 50 per cent. increase for overtime work. The hands who remained in were those who had recently received a 10 per cent. increase.

A conference of parties was held on the following day in the presence of the Board. No agreement was reached. The Board renewed its mediation from time to time, but the employer was not disposed to enter into any agreement. The company expressed a willingness to investigate any grievances, but only on condition of their returning to work. The opening of spring found that the strike had dwindled perceptibly. On the 15th of April the company announced an increase of 10 per cent. in wages without any reduction in hours, which were to remain as before, 57½ a week.

COBB, BATES & YERXA — SALEM.

On January 4, 14 teamsters in Salem went out on strike to enforce demands for higher wages and other changes in their relation to Cobb, Bates & Yerxa. The employing firm effected the delivery of groceries without hiring new drivers. The parties to the controversy bore no illwill to each other, and the matter had but little publicity.

The Board's mediation having been requested by the employees, the following letter was sent on January 17: —

Mr. Charles Brown, *6 Barr Street, Salem, Mass.*

Sir: — Responding to your notice by telephone, the Board has put itself in communication with the employer and is assured of his goodwill and a disposition towards peace with his employees. All who desire to return will be taken back without discrimination or prejudice. The Board, therefore, recommends that the drivers and others now out on strike at Cobb, Bates & Yerxa's store in Salem return to work without delay in order to qualify themselves for the fullness of the Board's service under the law; and if, after their return, they find they have any grievance or complaint or dissatisfaction not susceptible of prompt adjustment by the employer, that they lay the matter before the Board.

Respectfully,

Bernard F. Supple, *Secretary.*

The men returned to work, as advised. On January 24 they notified the Board that a satisfactory settlement had been made.

HOLYOKE STREET RAILWAY — HOLYOKE.

By a vote of 161 to 8 the Holyoke trolley men voted to strike if necessary to enforce their demands for a revision of schedules. The Board, having been advised by the mayor, was promptly at the scene of the difficulty, on January 5, and

found that proper steps had been taken for a conference on the question of adjusting the differences which arose over an interpretation of the award of private arbitrators. Conferences were had on succeeding days and certain points were submitted to private arbitrators for ruling.

As the result of these conferences Hon. John J. White, mayor of Holyoke, appeared before the trolley men at midnight on February 6 and reported to them the terms upon which the dispute had been settled. The report was accepted by the men and the strike was averted.

F. G. SMITH PIANO COMPANY; WEBSTER PIANO COMPANY — LEOMINSTER.

Workmen in various branches of piano-building for the F. G. Smith Piano Company and the Webster Piano Company at Leominster, during December, 1916, and January, 1917, proffered several written requests for a 15 per cent. increase in pay, alleging as a reason the high cost of living. Mr. F. G. Smith, the chief owner of both establishments, was absent, and his representatives were slow to make reply. On January 13 a final refusal was received and their spokesman was discharged. The union voted on the 14th, conditionally, to strike, and on the next day, Monday, demanded the reinstatement of John B. Russell. He was reinstated for a few hours and again discharged by direction of Mr. Smith, who telephoned from New York. Sixty of the Smith company's employees and 40 of the Webster company's thereupon struck on January 15.

The Board, having been notified by the mayor, gave public

hearings at Webster. The parties would not relax their attitude until, accepting the Board's suggestions, they jointly agreed to submit the matter to the arbitration of this Board. On February 13, pending a decision, the strike was declared off, and the joint petition of the parties was forwarded to the Board.

The following decision of March 1 terminated the whole dispute: —

In the matter of an application for arbitration of a controversy between the Webster Piano Company at Leominster and employees. (23)

The controversy relates to the discharge of an employee by the Webster Piano Company at Leominster. Upon consideration of the evidence and the arguments presented, it appears that no question arises as to the legal right of the employer to discharge the employee, it being conceded that the employer was within his rights in making such discharge.

Notwithstanding the fact that some dissatisfaction had existed with the work of John B. Russell, the Board is of opinion that his discharge would not have taken place except for the fact that he appeared as spokesman for employees in the presentation to the management of petitions for an increase in wages, and that his attitude to the petitions created a prejudice in the mind of the employer, which was the reason of the discharge. The discharge for such a reason should not have been made.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

CHARLES H. HODGATE — FALL RIVER.

An agreement of 1916 between building contractors of Fall River and their carpenters permitted masters and men to make special arrangements as to traveling expenses. Such arrangement between Charles H. Hodgate of Fall River and carpenters employed by him at Westport became the subject

of dispute in the Carpenters' Union. On either side certain acts of the other party in 1917 were regarded as violations of the main agreement. On January 18, 19 and 20 the Board interposed with advice, reminding the parties of the obligations they had assumed in the presence of the Board in the preceding May, and advising them to permit no break in friendly relations, but, while continuing in business and at work, to submit to this Board or some other any dispute that they could not compose by their own efforts. The advice was accepted, and from that time forth no disagreement arose.

PAUL VOGT & SON, MALDEN; CAMBRIDGE CEMENT STONE COMPANY; EMERSON & NORRIS COMPANY, BOSTON; LYNN CONCRETE STONE COMPANY, SIMPSON BROTHERS CORPORATION, MEDFORD; S. SLOTNICK, CHELSEA.

On January 30, 1917, the Concrete Stone Manufacturers' Association voted not to sign any agreement with the Patternmakers' League of North America, and so informed the workmen's representative on the next day following. Difficulties involving the absence of patternmakers in nine shops raised a doubt whether the league members had struck against the association or had been locked out, and on February 17 — during the second week of the trouble — the workmen's organizer for New England inquired if any report had been received by the Board. Emerson & Norris and the Simpson Brothers Corporation employed the greater number of patternmakers affected. The president of the Concrete Stone Manufacturers' Association on April 13 described the trouble as arising in January from the refusal of the employers to subscribe to the patternmakers' written demands,

followed by a strike of some patternmakers, a lockout of the others, and a threat from craftsmen allied to those in the concrete stone business. In the formal written notice which he gave on that day he stated that business in Boston, Lynn, Chelsea, Medford and other places in this Commonwealth was impaired by the controversy. The former agreement was for a week of 50 hours with pay at the rate of 48 cents an hour; the men demanded a 44-hour week at the rate of $57\frac{1}{2}$ cents; the employers granted the 44-hour week, but with pay of 55 cents, and this approach was rejected by the unions with the result as stated. The employers prayed the Board to endeavor by mediation to effect a friendly settlement, and in default of that to ascertain which party was blameworthy.

On April 5, 6 and 9 six of the concrete stone manufacturers requested the Board to investigate their affairs with a view to certifying that they were doing a normal business.

The Board brought the employers and patternmakers together in conference at the State House on April 12, and after several hours they agreed in the following terms: —

In the matter of a controversy between members of the Concrete Stone Manufacturers' Association of New England, namely, Emerson & Norris, Simpson Brothers, Cambridge Cement Stone, Lynn Concrete Stone, S. Slotnick, De Paoli Mosaic Association, American Products, Puritan Cement Stone and Paul Vogt & Son, companies and firms doing business in Boston and the metropolitan district, on the one hand, and employees, members of the Patternmakers' League.

It is agreed that the following rules shall apply to the employment of patternmakers, such rules to be applied after the first regular pay day in the month of April following the adoption of this agreement: —

1. All employees of the patternmakers' department shall be mem-

bers of the Patternmakers' League. If a time should arrive that the Patternmakers' League is unable to furnish a sufficient number of competent men, the other party to this agreement shall be permitted to add a sufficient number to his force to care for the existing volume of work; said additional force must become members of the Patternmakers' League or be laid off before any member of the Patternmakers' League is laid off.

2. Apprentice patternmakers, if any, shall be employed according to the laws of the Patternmakers' League, which govern the same.

3. Hours of employment shall not be over 44 per week except in case of necessity, when additional hours may be worked and paid for at the rate of time and one-half until 10 P.M., after which and on Sundays and holidays, work shall be paid for at the rate of double time.

4. The rate of wages for journeymen patternmakers shall be not less than 55 cents an hour until July 1, 1917, and thereafter shall be not less than 57½ cents an hour.

5. It is mutually understood that this agreement shall be in force on April 12, 1917, and remain in force until April 12, 1918, and that in case any demands for change in hours of labor, conditions of labor or rate of wages are made upon the aforesaid companies or firms by the Patternmakers' League, said League shall give ninety days' prior notice to said companies or firms.

On the Part of the Employers,
CONCRETE STONE MANUFACTURERS' ASSOCIATION OF NEW ENGLAND,
By FREDERICK A. NORRIS, *President.*

For the Patternmakers' League,
O. L. PREBLE, *Vice-President.*

In these terms the controversy was settled. The removal of secondary difficulties incidental to strikes and lockouts prolonged the conference until a late hour. As usual in negotiating a strike settlement the men who remained at work or had taken the strikers' places were denounced by one party and defended by the other. The employers urged a legal and a moral obligation to retain the men who had been proven friends in time of need. The patternmakers' agents declared that the union would make no peace until

declared enemies surrendered or withdrew, and that a non-union enemy willing to embarrass the labor relations of the management was unfriendly to the employer and deserving of no consideration. At last a plan of removing the strike difficulty was orally assented to by both parties, committed to writing by the secretary of the Board and copies furnished the parties in the terms which follow: —

The employers shall furnish before the time of the next meeting of the Patternmakers' League, in the evening of Tuesday, April 17, 1917, the names of such employees who remained at work or were taken into employment during the strike. Messrs. Preble and Clough shall use their best endeavors to secure the acceptance of such of these men as choose to apply for membership. In case such men do not apply for membership or are rejected, a reasonable time shall be allowed the employer to readjust his relations to them.

The union rejected the applications of the obnoxious men, the parties resumed their hostile attitudes and the Board again mediated. After interviews with the agents of the union workmen, the following letter was sent: —

Boston, April 23, 1917.

Emerson & Norris Company, Simpson Brothers Corporation, Cambridge Cement Stone Company, Lynn Concrete Stone Company, S. Slotnick, De Paoli Mosaic Association, American Products Company, Puritan Cement Stone Company and Paul Vogt & Son, and Messrs. O. L. Preble, Warren A. Clough and M. R. Spinney.

Gentlemen: — There will be a conference of parties at the rooms of the Board in the State House on Wednesday, April 25, at 2 o'clock in the afternoon, for the purpose of an agreement between the parties to the controversy in the concrete stone industry.

Yours respectfully,

Bernard F. Supple, *Secretary.*

The agents of the union stated on April 26 that the union would not admit the men whose names had been submitted by the employers for membership, for the reason that they were not skilled, and that when the strikers returned, if ever, the union workmen would be expected to teach them the special requirements of patternmakers in the artificial stone business, and thus make them more able to do the skilled union man further harm.

A conference of parties was held on April 30 at the State House in the presence of the Board. No agreement was reached. The following recommendations were made: —

Boston, April 30, 1917.

To the Members of the Concrete Stone Manufacturers' Association of New England, doing Business in Boston and Other Cities and Towns of the Metropolitan District, and Employees, Members of the Pattern-makers' League.

Gentlemen: — Your controversy, involving an actual and a threatened strike and a lockout, having been considered, this Board, acting under section 12 of the labor law, "advises the respective parties what ought to be done or submitted to" by them "to adjust said controversy," as follows: —

1. That the patternmakers declare the strike off and return forthwith to work under the conditions and terms specified in the agreement of April 12.

2. That the employers take the returning workmen into their employ.

3. That two weeks be allowed the employer to adjust the details of business and of employment.

4. That if, at the end of two weeks after the resumption of friendly relations, a difference remains or shall arise, both parties shall resort to such peaceful measures as the law so amply provides, by invoking the assistance of a mediator or the judgment of a board of arbitration without further strike or lockout.

By the Board,

Bernard F. Supple, *Secretary.*

On May 2 the following were received: —

Boston, Mass., May 1, 1917.

Mr. Bernard F. Supple, *Secretary, State Board of Conciliation and Arbitration, Boston, Mass.*

Dear Sir: — I am authorized and instructed by the Boston Association of the Patternmakers' League to inform you that yours of the 30th of April was duly received and considered at our regular meeting to-night.

I am further instructed to notify you that this organization will comply with the terms of the agreement signed by the representative of the League on April 12.

We are willing, if all the men now on strike pay are immediately placed at work at pattern work by the employers, parties to the agreement, to allow the Simpson Brothers Corporation two weeks in which to adjust its relation to the men who were employed in its pattern department on April 27. We mention the name of the Simpson firm, as that was the only one of the parties to the agreement who availed themselves of the privilege of submitting any names to this organization.

As to calling off the existing strikes, the minute the agreement made by and between this organization and the concrete stone manufacturers on April 12 is fully complied with, that in itself automatically calls off the existing strikes.

Trusting that this is satisfactory to all parties, we are

Very truly yours,

The Boston Association of the Patternmakers' League,
William F. Innes, *Secretary.*

Boston, Mass., May 2, 1917.

Mr. Bernard F. Supple, *Secretary, State Board of Conciliation and Arbitration, Commonwealth of Massachusetts.*

Dear Sir: — Your favor of the 30th ult., addressed to the members of the Concrete Stone Manufacturers' Association of New England, was received and carefully noted.

The manufacturers of the association, doing business in the metropolitan district, held a meeting last night, May 1, and carefully con-

sidered your suggestions for settlement of our controversy with the patternmakers, which I will endeavor to take up *seriatum*.

1. It was voted to offer to the Patternmakers' League an agreement involving the same principles as the one that was signed April 12, with some changes and additions which we think would be advisable for both sides, and, generally speaking, to be modeled after the agreement we now have in force with the Stone Cutters' Union, together with additions thereto of the verbal agreement witnessed by you to the effect that we have the privilege of keeping in our employ the present men now working for us if they desire to join the union, and we will be very glad to take back our old men as fast as we have work for them, and will use every possible endeavor to give them work; but the men now in our employ that we care to retain we will not consent to discharge, but will be pleased to have them join the union if the union will consent to take them into membership.

2. We will take the returning workmen into our employ, as stated above, as rapidly as we can find work for them.

3. This is agreeable to us.

4. This is also agreeable to us.

We take this occasion to thank you for your kind offices and the interest you have taken in behalf of both parties, and we hope that the Patternmakers' League will see the wisdom of accepting into their union the men that we now have employed, but if they do not care to elect them we shall have to stand by them as they have stood by us.

Very truly yours,

Fred E. A. Norris, *President*.

The entry of this country into the European war signalized many changes. Building operations ceased and concrete work diminished. Some of these employers quit or went into other business. The strike breakers sought other fields of activity. The remaining parties adopted the agreement stated above and have preserved friendly relations ever since.

L. Q. WHITE SHOE COMPANY — BRIDGEWATER.

The following decisions were rendered on February 1:

In the matter of the joint application for arbitration of a controversy between L. Q. White Shoe Company of Bridgewater and buttonhole makers. (353)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the price paid by L. Q. White Shoe Company at Bridgewater for making buttonholes (Reece machine) and trimming, as the work is there performed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

In the matter of the joint application for arbitration of a controversy between L. Q. White Shoe Company of Bridgewater and levelers. (355)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that $3 per day be paid by L. Q. White Shoe Company at Bridgewater for leveling; that there be no change in the price paid per 24 pair for the work as there performed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

REGAL SHOE COMPANY — WHITMAN.

The following decisions were rendered on February 1: —

In the matter of the joint application for arbitration of a controversy between the Regal Shoe Company of Whitman and cobblers. (381)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that $2.75 per day of 9 hours be paid by the Regal Shoe Company at Whitman for cobbling, as the work is there performed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

In the matter of the joint application for arbitration of a controversy between the Regal Shoe Company of Whitman and employees in the finishing department. (382)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by the Regal Shoe Company to employees in said department at Whitman for work as there performed upon boys', youths', misses', little gents' and children's Goodyear-welt shoes: —

	Per 24 Pair.
Scouring heel-breasts,	$0 02½
Gluing heels and blacking rands,	02
Blacking or staining heels,	02
Scouring top-pieces,	05½
Blacking full bottoms, breasts and top-pieces, no brushing,	06
Wetting foreparts,	06
Gumming foreparts,	06
Gumming full bottoms, including top-pieces,	08
Scouring heels, two papers,	08½

In the matter of the joint application for arbitration of a controversy between the Regal Shoe Company of Whitman and employees in the making department. (383)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by the Regal Shoe Company to employees in said department at Whitman for work as there performed upon boys', youths', misses', little gents' and children's Goodyear-welt shoes: —

	Per 24 Pair.
Tack-pulling,	$0 06
Vamp-trimming,	04
Trimming seams by machine and pulling side and insole tacks by hand,	17
Welt-beating,	04
Bottom-filling,	04
Heelseat-trimming,	03
Cementing bottom,	02
Sole-laying,	07
Heelseat-nailing,	04
Turning up channel,	03
Cementing channel,	02
Closing channel,	02
Wheeling stitch, first operation,	04½
Leveling, automatic machine,	06
Heeling (all shoes to be sorted and heels placed on rack, by agreement),	14
Slugging,	06
Heel-shaving,	09
Heel-breasting,	05
Stitch-separating,	06
Stitch-burnishing,	04
Tacking in shank,	04

By the Board,
BERNARD F. SUPPLE, *Secretary.*

DAVIS & FURBER MACHINE COMPANY — NORTH ANDOVER.

In the textile machinery works of the Davis & Furber Machine Company, at North Andover, a committee representing all the departments except the foundry appeared at the counting house on February 1 and proffered a request for a wage increase of 10 per cent. and five minutes' time at noon and before closing in which to remove from the hands and face the stains of toil. They gave as a reason for demanding an increase that the high cost of living had risen with accelerating speed ever since the onset of the European war. Their homes were far from the shops, and they were obliged to travel by the street railway, which ran only two cars an hour. If they stayed after hours to "wash up" they lost a car and connection, and if they took the car without making themselves presentable they received but scant consideration from fellow travelers; and moreover two departments already enjoyed that favor. The company requested a week in which to consider the matter, which was granted. On February 8 the committee returned and was told that the demand was refused. Eight hundred thereupon struck.

The Board at the beginning offered its services as mediator, but the employer declined, saying he preferred to let things drift until the strikers relented from loss of employment. The workers accepted the mediation, and the Board had several long interviews with the officers of the company without procuring their consent to a meeting for the purpose of agreeing with the strikers.

The strike lasted with no concession on either side until

March 15, when a settlement was reached by the strikers accepting an increase of 1 cent an hour. Many strikers had found work elsewhere, and some had returned to work for the company before the settlement.

BOSTON & MAINE RAILROAD. — BILLERICA.

On February 5, 1917, the Board received from firemen of Billerica a notice of long-standing controversy with the Boston & Maine Railroad. There had been conferences and some details mutually adjusted when negotiations flagged. On the advice of the Board the parties resumed their deliberations from time to time to the end of February, when nothing further was the subject of notice until May 1, on which day three engineers, three oilers and nine firemen whose pay had been raised made known their dissatisfaction because of inequalities which they deemed unfair. The Board gave fitting advice and arranged for further meetings. On June 5 Mr. John E. Patts, on the part of the men, stated that the pay in Billerica was far less than that received for similar work in Boston. On the 14th a conference of parties in the presence of the Board was held in the Boston office of the management, which resulted in concessions that reduced the matters in dispute to a difference of 1 cent an hour. While no agreement was concluded at that time, the conference dissolved in friendly congratulations and nothing further was heard of the dispute.

THE ASH COLLECTORS — SPRINGFIELD.

A strike of 125 men engaged by the city of Springfield as collectors of ashes, rubbish, etc., took place on February 5. They had been receiving $2.40 a day and demanded $2.75, according to the notice of the mayor. The Board went to Springfield and communicated with both parties on February 9. The city's budget having been made, there were difficulties in the way of appropriation, but the opinion was held that an increase in pay should be granted. On February 14 a settlement was effected whereby the men returned to work at $2.56 a day.

WINGATE SHOE CORPORATION — HAVERHILL.

On February 6 there was a conference between the Wingate Shoe Corporation of Haverhill and cutters having membership in the Shoe Workers' Protective Union. An oral agreement on a list of prices resulted which settled all points of controversy save that of peacefully dissolving any deadlock that might thereafter arise between them. This employer expressed his willingness to pay the prices demanded, but would sign no agreement unless it insured continuity of factory operation, for such was the attitude that had been resolved upon by the Haverhill Shoe Manufacturers' Association. The employees, reserving the policy of striking, refused to sign a document providing arbitration. The firm posted in the workrooms the list of the prices established by oral agreement.

On February 7 the shoe workers of the protective union, 17 in number, having refused to work, alleging as a reason

therefor that the agreement had not been signed and was therefore not binding, the secretary of the Board went to Haverhill and endeavored to reconcile the parties. The Cutters and turnwork men replied to the Board's overtures that it was contrary to their constitution to entertain peace proposals. On the 8th the chief officer of the turnwork men stated that arbitration as a means of settling dispute, at that time the sole controversy, was an expedient that involved a hazard. The principle of closed shops which he and the union cherished would never be subject, with his consent, to the decision of any tribunal. What strengthened this resolution, he said, was the fact that the work people in question would surely succeed in enforcing their demands.

The Board thereupon announced that a public hearing at the City Hall would be given on the 12th, with the view to ascertain and assign the blame of the strike.

The refusal of the Wingate Shoe Corporation was contingent upon the support of the other manufacturers, but this suddenly failed when one factory surrendered to the union's demands. The other manufacturers deemed further opposition useless, and the hearing was accordingly postponed without naming a day. Several small strikes ended by manufacturers accepting the union terms.

EASTERN STEAMSHIP COMPANY — BOSTON.

Sailors, firemen and others, disputing a new distribution of work, went ashore from the "Calvin Austin" on Friday, February 9, because of a remark made in the heat of debate

by an agent of the company. The employer deemed the act a strike, while the employees stated they had been locked out. The difficulty involved members of the American Federation of Labor organized in Boston as the International Seamen's Union, with branches known as the Eastern and Gulf Seamen's Union; the Marine Firemen, Oilers' and Watertenders' Union; and the Marine Cooks' and Stewards' Union. There were other associations and groups and persons having relations with the land and seafaring officers of the company who, for alleged unfriendliness to organized labor, were said to have incited the trouble. The "Calvin Austin's" departure was delayed for several days, and on February 12, 13 and 14 the difficulty spread to nine of the company's fourteen vessels then in commission. Pickets patrolled the approach to the steamships in Boston, and the unions in other cities were advised to be on the alert to prevent strike breakers from manning the ships. The "Calvin Austin" was not able to make the return trip from Portland. Other ships of the fleet in Boston and other ports were likewise delayed. More than 500 seafarers were rendered idle.

The Board promptly mediated between the representatives of the parties, and found them amenable to persuasion; there was no rancor on any part. They expressed a willingness to confer with one another and were urged to do so. In the conferences that ensued misunderstandings were corrected. A final settlement was reached on February 15.

ENGEL-CONE SHOE COMPANY — BOSTON.

The matter of the joint application of Engel-Cone Shoe Company and its insole-stitchers, praying the Board to fix prices, which was pending at the time of the last report, became the subject of negotiation which terminated in an agreement, as reported to the Board on February 13.

H. B. SMITH COMPANY — WESTFIELD.

Moulders employed by H. B. Smith Company at Westfield, adopting a grievance of a union member employed at the South Side foundry, declared a strike at their meeting on Friday, February 16, and 250 refrained from work the next morning. The member had complained to the union that he had been taken, against his desire, from work paid by the day and given work paid by the piece. The union alleged that the member's past activity as secretary had provoked the employer, and that the change was in the nature of a punishment. On the 14th and 15th the North Side moulders went to the foundry, but, finding men who would not pay dues to the union, performed no work. On the 17th all hands remained away from the North Side and the South Side foundries.

On February 20 the company reported the strike to the Board, and the selectmen of Westfield gave the notice required by law. There were conferences of parties, at which the employer declined to collect dues for the union or to change the piecework job for day work. Mr. Bump of the Board was at Westfield on February 23, 24 and 25, and

mediated between the parties, giving such advice as would tend to reconcile. A conference of parties was held on February 26. The moulders stated that the sole controversy was that relative to discriminating against Campbell, their secretary, because of his activity in the union, and that if he were restored to day work the strike would be declared off.

In the first week of March the strikers and 800 to 900 others were idle because of the dispute. The Board gave a hearing on March 21 and found that the sole point in controversy was a difference of 30 cents a day, apart from the sentiment on either side. Neither party would yield what was considered an inviolable principle.

After thirteen weeks' idleness an agreement was reached as the result of conferences. The length of the work day was changed from 10 to 9 hours. The maximum day rate of wages was raised from $3.50 to $4.25. Ordinary labor and piece prices were placed on a higher scale. Campbell returned to work at piece rates on May 12.

L. Q. WHITE SHOE COMPANY — BRIDGEWATER.

On February 28 a notice of controversy was received in a joint application from L. Q. White Shoe Company of Bridgewater and its edgetrimmers. On March 8 the parties announced that they had abandoned the case.

VAUDEVILLE ACTORS — BOSTON, LYNN, HAVERHILL.

The story of a strike which lasted several weeks is summarized in the following: —

To the Honorable the State Board of Conciliation and Arbitration, Boston, Mass.

The undersigned respectfully represents that there is a difficulty in the nature of lockout and strike in the theatrical profession at Boston, Lynn and Haverhill, in this Commonwealth, involving all the leading vaudeville theatres of Massachusetts and actors employed by them as vaudeville performers on the fifth and subsequent days of February, A.D. 1917, and that the nature of the controversy, briefly stated, is as follows: the employers refuse all communication with said employees, and, seeking to disrupt the White Rats' Union, of which said employees are members, and to force these to enter the National Vaudeville Artists, Inc., an organization controlled by said employers for their own benefit, have discharged such employees, refused to employ such members, and, by means of blacklisting, have prevented their employment elsewhere; and in various other ways said employers have acted contrary to good faith and tolerated conditions contrary to good morals.

Wherefore, your honorable Board is respectfully requested to put itself in communication, as soon as may be, with said employers and employees, and endeavor, by mediation, to effect an amicable settlement between them; and, if the Board considers it advisable, investigate the cause of said controversy, and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same.

Dated this tenth day of March, A.D. 1917.

James William Fitzpatrick,
International President, White Rats' Actors' Union of America and Associated Actresses of America.

On April 17 the following letter was sent: —

Hon. James M. Curley, *Mayor, Boston, Mass.*

Dear Sir: — Your letter of April 14, enclosing the letter of Frederick W. Mansfield, Esq., dated April 5, which requests you to invoke the

action of this Board in the matter of the difficulty between vaudeville performers and theater owners, is received.

In response to the performers' petition of March 10 the Board mediated, but its overtures to the employers met with negative results. It remained, and would still remain, to hold a public hearing and make a report, saying which party was to blame; but the Board learns on inquiry that the controversy is now abandoned, not to be resumed, if ever, before the end of the war.

Yours respectfully,

Bernard F. Supple, *Secretary.*

T. D. BARRY COMPANY, DIAMOND SHOE COMPANY, CHURCHILL & ALDEN COMPANY, CONDON BROTHERS & CO., HOWARD & FOSTER COMPANY, GEORGE E. KEITH COMPANY, PRESTON B. KEITH SHOE COMPANY, C. S. MARSHALL COMPANY, M. A. PACKARD COMPANY, GEORGE H. SNOW COMPANY, STACY-ADAMS COMPANY, E. E. TAYLOR COMPANY, WHITMAN & KEITH COMPANY — BROCKTON.

The following decisions were rendered on February 7: —

In the matter of the joint application for arbitration of a controversy between T. D. Barry Company, shoe manufacturer of Brockton, and skivers. (358)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by T. D. Barry Company at Brockton for the work as there performed: —

Skiving: —	Per Day of 9 Hours.
Vamps, tops or tips,	$3 00
Outside trimmings, outside backstays or foxings,	2 75
Leather linings, inside trimmings, tongues or toe butts,	2 50

By the Board,

Bernard F. Supple, *Secretary.*

In the matter of the joint application for arbitration of a controversy between the Diamond Shoe Company of Brockton, and skivers. (359)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by the Diamond Shoe Company at Brockton for the work as there performed: —

Skiving: —	Per Day of 9 Hours.
Vamps, tops or tips,	$3 00
Outside backstays, foxings or outside trimmings,	2 75
Leather linings, tongues, toe butts or inside trimmings,	2 50

By the Board,
BERNARD F. SUPPLE, *Secretary.*

In the matter of the joint application for arbitration of a controversy between Churchill & Alden Company, shoe manufacturer of Brockton, and skivers. (360)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Churchill & Alden Company at Brockton for the work as there performed.

Skiving: —	Per Day of 9 Hours.
Vamps, tops or tips,	$3 00
Outside trimmings, foxings or outside backstays,	2 75
Leather linings, inside trimmings, tongues or toe butts,	2 50

By the Board,
BERNARD F. SUPPLE, *Secretary.*

In the matter of the joint application for arbitration of a controversy between Condon Brothers & Co., shoe manufacturers of Brockton, and skivers. (361)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Condon Brothers & Co. to employees at Brockton for work as there performed: —

Skiving: —	Per Day of 9 Hours.
Vamps, tops or tips,	$3 00
Foxings, outside backstays or outside trimmings,	2 75
Leather linings, inside trimmings, tongues or toe butts,	2 50

By the Board,
BERNARD F. SUPPLE, *Secretary.*

In the matter of the joint application for arbitration of a controversy between Howard & Foster Company, shoe manufacturer of Brockton, and skivers. (362)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Howard & Foster Company to employees at Brockton for work as there performed: —

Skiving: —	Per Day of 9 Hours.
Vamps, tops or tips,	$3 00
Outside trimmings, outside backstays or foxings,	2 75
Leather linings, inside trimmings, tongues or toe butts,	2 50

By the Board,
BERNARD F. SUPPLE, *Secretary.*

In the matter of the joint applications for arbitration of a controversy between George E. Keith Company, shoe manufacturer of Brockton, and skivers. (363, 364, 364A)

Having considered said applications and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by George E. Keith Company to employees in Brockton for the work as there performed: —

Factories Nos. 1, 2 and 3.

Skiving: —	Per Day of 9 Hours.
Vamps, tops or tips,	$3 00
Outside trimmings, outside backstays or foxings,	2 75
Leather linings, inside trimmings, tongues or toe butts,	2 50

Factory No. 7.

Skiving: —	
Leather linings, inside trimmings, tongues or toe butts,	$2 50

By the Board,
Bernard F. Supple, *Secretary.*

In the matter of the joint application for arbitration of a controversy between Preston B. Keith Shoe Company of Brockton and skivers. (365)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Preston B. Keith Shoe Company to employees at Brockton for the work as there performed: —

Skiving: —	Per Day of 9 Hours.
Vamps, tops or tips,	$3 00
Foxings, outside trimmings or outside backstays,	2 75
Inside trimmings, tongues, toe butts or leather linings,	2 50

By the Board,
Bernard F. Supple, *Secretary.*

In the matter of the joint application for arbitration of a controversy between C. S. Marshall Company, shoe manufacturer of Brockton, and skivers. (366)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by C. S. Marshall Company to employees at Brockton for the work as there performed: —

Skiving: —	Per Day of 9 Hours.
Vamps, tops or tips,	$3 00
Outside trimmings, outside backstays or foxings,	2 75
Leather linings, inside trimmings, tongues or toe butts,	2 50

By the Board,
BERNARD F. SUPPLE, *Secretary.*

In the matter of the joint application for arbitration of a controversy between M. A. Packard Company, shoe manufacturer of Brockton, and skivers. (367)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by M. A. Packard Company to employees at Brockton for the work as there performed: —

Skiving: —	Per Day of 9 Hours.
Vamps, tops or tips,	$3 00
Outside trimmings, outside backstays or foxings,	2 75
Leather linings, inside trimmings, tongues or toe butts,	2 50

By the Board,
BERNARD F. SUPPLE, *Secretary.*

In the matter of the joint application for arbitration of a controversy between George H. Snow Company, shoe manufacturer of Brockton, and skivers. (368)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by George H. Snow Company to employees at Brockton for the work as there performed: —

Skiving: —	Per Day of 9 Hours.
Vamps, tops or tips,	$3 00
Outside trimmings, outside backstays or foxings,	2 75
Leather linings, inside trimmings, tongues or toe butts,	2 50

By the Board,
BERNARD F. SUPPLE, *Secretary.*

In the matter of the joint application for arbitration of a controversy between Stacy Adams Company, shoe manufacturer of Brockton, and skivers. (369)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Stacy Adams Company to employees at Brockton for the work as there performed: —

Skiving: —	Per Day of 9 Hours.
Vamps, tops or tips,	$3 00
Outside trimmings, outside backstays or foxings,	2 75
Leather linings, inside trimmings, tongues or toe butts,	2 50

By the Board,
BERNARD F. SUPPLE, *Secretary.*

In the matter of the joint application for arbitration of a controversy between E. E. Taylor Company, shoe manufacturer of Brockton, and skivers. (370)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by E. E. Taylor Company to employees at Brockton for work as there performed: —

Skiving: —	Per Day of 9 Hours.
Vamps, tops or tips,	$3 00
Outside trimmings, foxings or outside backstays,	2 75
Inside trimmings, tongues, toe butts or leather linings,	2 50

By the Board,
BERNARD F. SUPPLE, *Secretary.*

In the matter of the joint application for arbitration of a controversy between Whitman & Keith Company, shoe manufacturer of Brockton, and skivers. (371)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Whitman & Keith Company at Brockton for the work as there performed: —

Skiving: —	Per Day of 9 Hours.
Vamps, tops or tips,	$3 00
Outside trimmings, outside backstays or foxings,	2 75
Leather linings, inside trimmings, tongues or toe butts,	2 50

By the Board,
BERNARD F. SUPPLE, *Secretary.*

W. & V. O. KIMBALL — HAVERHILL.

On February 15 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between W. & V. O. Kimball, shoe manufacturers of Haverhill, and skivers. (373)

Having considered said application and heard the parties by their duly authorized representatives, the Board awards that $16.50 per week of 55 hours be paid by W. & V. O. Kimball at Haverhill for skiving, as the work is there performed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

REGAL SHOE COMPANY — MILFORD.

On February 23 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between the Regal Shoe Company and its edgesetters at Milford. (377)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 15 cents per 12 pair be paid by the Regal Shoe Company at Milford for setting edges, one setting, for the regular Milford Regal grade; for the labor specified in other items the Board finds that the work is not now performed there, and therefore makes no award.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

L. Q. WHITE SHOE COMPANY — BRIDGEWATER.

On February 27 the following decisions were rendered: —

In the matter of the joint application for arbitration of a controversy between L. Q. White Shoe Company of Bridgewater and heelseat-nailers. (2)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by L. Q. White Shoe Company at Bridgewater for the work as there performed: —

Heelseat-nailing: —	Per 12 Pair.
Black-rubber and pieced heels,	$0 02
All others,	01¾

By the Board,
BERNARD F. SUPPLE, *Secretary.*

In the matter of the joint application for arbitration of a controversy between L. Q. White Shoe Company of Bridgewater and lasters. (3)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 11 cents per 12 pair be paid by L. Q. White Shoe Company at Bridgewater for lasting sides by machine, as the work is there performed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

FISHERMEN'S STRIKE — BOSTON, GLOUCESTER, NEW ENGLAND.

Boston fishermen, 500 in number, called a strike on March 1 in objection to a requirement that they should defray certain operating expenses, — cleaning and repairing vessels, tarring and hanging seines, towing except when outward bound, the cost of engines, fuel and lines. Investigation revealed that there were three human elements in the fishing enterprise, — owners, captains and crew. Some of the captains were owners or part owners, and the owner's compensation was a share of the catch which varied according to contract, the owner often taking a fifth and sometimes a quarter or more. He furnished a seaworthy vessel with or without a motor engine. The captain furnished the fishing gear, seines and deck engines; he kept the vessel clean and in repair, provided food for the crew, bait, fuel, ice and machinery supplies and all appliances required for operating a fishing vessel. These expenses, or some of them, were deducted from the share which fell to the crew, but the elements which entered into the expense account varied as the captains and owners differed in their methods. The captain was usually in debt to the vessel outfitter, and paid on account 10 per cent. of the remaining catch (after deducting the owner's share) on returning from profitable trips. The captain charged these to the crew, as well as disbursements for the replacement of lost or damaged gear, but a succession of poor trips and heavy loss through storm often postponed the final payment indefinitely. The fisher-

men alleged that in some cases they went on paying for gear after the debt was extinguished while paying for its upkeep as well. The custom of charging the crew for deck engines and their upkeep and for other appliances was not uniform. The skipper was usually classed with the owner and associated with him, but sometimes he chose to be considered as a fisherman and associated with the union members.

The Boston strike was duplicated in Gloucester from day to day as the vessels returned to port. Other vessels ready to go to the fishing grounds remained in their berths for lack of men. Beam trawlers, seiners and motor dories brought in fresh fish to the market. The shortage was in some degree compensated by fish taken from cold storage. The gill net fishers joined the strike towards the end of the month, but they resumed operation in the middle of April, with the understanding that they would contribute to the strike fund.

The skippers appeared to be the owners, but some of them took sides with the strikers and others deliberated with the owners, and the crews claimed that the owners were the real employers. The Board offered its mediation to the masters and owners, on the one hand, and to the men on strike and their representatives, on the other. Most of the fishing vessels were chartered to captains for a share of one-fifth or one-quarter of the value of the catch; the remaining three-quarters or four-fifths went to extinguish debt in whole or in part, to defray expenses and to be shared equally by the crew, among whom the captain was reckoned as one.

The fishermen claimed that the gear outfit and upkeep of gear and deck engines should be paid for out of the entire catch, so that the owner would bear his share in it.

Conferences of Boston parties were arranged, but they did not concur in terms of settlement, nor would they submit their dispute to the judgment of any tribunal. The parties in Gloucester held aloof from one another. The Board gave a public hearing in Gloucester on April 5 and 6. The only way to break the deadlock appeared to be arbitration, and the Board so advised, but the masters declined, saying there would be no conferences with fishermen and no consideration of settlement until normal conditions of law and order had been restored to Gloucester. There had been a few street disturbances, for which some strike breakers had been arrested and fined. The city officials made certain propositions to both parties, and the following replies ensued: —

GLOUCESTER, MASS., April 13, 1917.

To the Honorable the Mayor and the Board of Aldermen of the City of Gloucester.

GENTLEMEN: — We, owners and master mariners, have considered the suggestion of a possible settlement of the strike made to us by members of your honorable body, and make the following public statement of our position upon the various points in question: —

1. We decline to deal with crews and fishermen through the union, and refuse to consider the proposition of a "closed shop."

We will not discriminate between union and non-union men.

2. The resolution of February 8 states that the fishermen are opposed to paying any part of cleaning or repairing of fishing vessels.

We say that in recent years no charge for cleaning or repairing fishing vessels, or for scrubbing, scraping masts or tarring rigging, has been made in most cases, and we say that no such charge shall be made in the future.

3. The resolution states that the fishermen are opposed to paying any part of the expenses for tarring and hanging seines.

We say that in the future this shall be a stock charge, the owners and the crews each paying one-half.

4. The resolution states that the fishermen will pay one-half the cost of oils used for running the engines when the vessels are on the halves.

This proposition is entirely satisfactory to the owners and masters.

5. The resolution states that the fishermen are opposed to the paying of any tow bills before the vessel is ready for a fishing trip or coming in.

We say that, in the future no tow bills shall be charged except tow bills for the vessel while actually on the trip. No charge shall be made for towing to and from the railway before the trip.

6. The resolution states that the fishermen agree to pay the difference between the cost of fresh and salt meats when the vessel is on the halves.

This proposition is satisfactory to us.

7. The resolution states that the fishermen are opposed to paying for a foghorn.

We know of no case where this charge has been made, but say that no such charge shall be made in the future.

8. The engine on any vessel shall receive one share.

9. On every vessel carrying a hoisting engine, a fair charge shall be paid by the crew. No charge shall be made after the hoister is paid for.

10. Regarding the charge of 10 per cent. on trawling gear, the chief complaint of the fishermen is that this lay results in a profit to the captain, which they say is unfair. We say that in the great majority of cases this lay does not result in any profit to the captain, but rather a loss, and on this point we have opened our books for inspection. However, to eliminate any possibility of profit we will agree to the following lay regarding trawling gear, which has been suggested by members of the municipal council, namely: —

The captain or owner will furnish the gear and collect 10 per cent. of the share of each member of the crew on each trip until the original cost of the gear is paid; then the gear shall be free gear, so called, no charge to be made for the use of the gear. The crew are to pay for all lost and condemned gear and for the general upkeep of the gear, including hooks and gangers. In cases where the vessel has not new gear

but has used gear, which is to be employed on the new lay, the value of the same at the present time shall be fixed by agreement between the captain and the crew. This valuation shall not be made except at the present time on the first trip of each vessel on the new lay, and no valuations of gear shall be made after this first trip. It is intended that there shall not be any valuation of the gear each trip or each year, but that the same shall be made once at the present time, merely for the purpose of starting the new lay.

The above includes all points in controversy, and we submit should commend itself as reasonable and just to any fair body of men.

William H. Jordan,
Chairman for Committee Representing
All Vessel Owners and Masters.

The fishermen replied to the municipal council and to the employers as follows: —

In regard to our first resolution of February 8, of cleaning and repairing vessels, concessions are satisfactory to this union.

In regard to tarring and hanging of seines, we wish to state that we consider it as owner's charge.

In regard to oils and gasoline used to run engines when vessels are on the halves, it is satisfactory to us to pay half when no more than the market price of same is charged.

In regard to tow bills, concession agreed to.

In regard to difference of cost between fresh and salt meats, this concession is satisfactory to us.

The foghorn question is considered satisfactory.

On the engine question we wish to state that we are opposed to paying a share to any vessel.

In regard to a deck engine on any vessel, it is immaterial to the members whether they are left on the vessel or taken out.

Our members state that they are opposed to paying for trawl gear by giving 10 per cent. of our earnings or by any other medium; but we are willing to have cost of lost and condemned gear and hooks and gangers taken out of the gross stock, which we consider a fair proposition to any fair-minded body of men.

The employers then restated their attitude: —

Gloucester, Mass., April 17, 1917.

To the Honorable the Mayor and the Board of Aldermen of the City of Gloucester.

The masters and owners acknowledge the receipt from your honorable body of the communication from the fishermen, dated April 16, stating that the suggestion of settlement presented through your honorable body was not acceptable, and reiterating their former demands without any modification.

The suggestion regarding gear, which eliminated the 10 per cent. charge after the gear was paid for, came to us through two members of the municipal council as a proposition satisfactory to a large number of the fishermen, and we understood that these two members of the council were prepared to advocate its acceptance by the fishermen.

We are surprised to know that the attitude of the fishermen has apparently suffered some change, and that the two members of the council did not attend the meeting and advocate its acceptance.

We have made sincere efforts to meet all reasonable requests of the fishermen. Now we desire to inform your honorable body, and through you, the fishermen and the public, that we are fitting out our vessels as speedily as possible, and that all fishermen, who are prepared to go back to work under the old lays, are invited to ship and do their part in producing food for the nation.

William H. Jordan,
Chairman for Committee Representing
All Masters and Vessel Owners.

The city officials, claiming they had been misrepresented, withdrew from further mediation. The strike extended to the whole New England coast, and 3,000 fishermen were affected. The owners of some 12 large seiners and 20 large motor boats were notified by the United States government that these craft were needed for coast defence. Such a diminution of the fishing fleet would add to the food difficulty produced by war conditions.

On April 19 the Committee on Public Safety, representing the State and the Nation, invoked the patriotism of the fishermen to suspend their strike during the war, and the owners to waive some of their cherished principles. The plea was effective. On the following day the strike of the Gloucester and Boston fishermen which has lasted for eight weeks was brought to a close as the result of an agreement effected in the presence of the Massachusetts Committee on Public Safety. This information was promptly conveyed to the Federal authorities by the Governor of Massachusetts, who objected to the taking of vessels from Gloucester for coast defence, for the reason that they were indispensable in providing the country with fish.

The agreement for settlement of the strike proposed by the State Committee on Public Safety and accepted by all parties concerned, is as follows: —

The fishermen's strike at Gloucester is settled at the request of Henry B. Endicott, Charles S. Baxter, John F. Stevens and J. Frank O'Hare, representing the Committee on Public Safety of Massachusetts, upon the following terms, agreed to herewith by the masters, owners and the Fishermen's Union: —

First. — The masters and owners hereby accept and agree to carry out resolutions Nos. 1, 2, 3, 4, 5 and 6 submitted to them by the Fishermen's Union.

Second. — As to Resolution No. 7, it is mutually agreed as follows: Whenever hoisting engines are used there shall be a charge made therefor, but the crews may decide that no use of such engines shall be made.

All vessels now having engines, and charging therefor, may continue to make such charge as heretofore. All vessels now having engines not making such charge shall not hereafter begin such charge. On any vessel hereafter installing an engine the law shall be adjusted between the captain and the crew.

Third. — As to Resolution No. 8, it is mutually agreed as follows: The captain or owner will furnish the gear and collect 10 per cent. of the share of each member of the crew on each trip until the original cost of the gear is paid, then the gear shall be "free gear," so called. No charge is to be made for the use of the gear. Lost and condemned gear, and the general upkeep of the gear, shall be paid for out of the gross stock.

This settlement between the owners and masters and members of the crews shall continue for the period of the present war, and shall not be modified except by agreement of all parties. Owners and captains will not discriminate between union and non-union men in shipping their crews, or in the employment of members of unions that struck in sympathy with the Fishermen's Union.

The New England Coast Fishermen's Union issued the following statement, through Secretary William H. Brown, when the agreement had been reached: —

Representing the fishermen of Gloucester, we have endeavored to meet your committee as patriotic citizens who desire to do their full duty to their nation. In time of war we have deplored the existence of this strike which has reduced the food supply of the country, but we have felt that we were only asking for justice for ourselves and for our families.

We are anxious to assist the Governor, and to assist the Committee on Public Safety, and for this reason, and for this reason alone, we are waiving what we believe to be our just rights, and are entering into this agreement in answer to your earnest appeals to us, because we want to act not less but more patriotic than any body of citizens in the Commonwealth.

We welcomed the investigation by you, and have agreed to everything that you have asked us to do. This agreement will last while the country is at war, and we then hope that justice will be done to us, and in that hope we shall submit our claims to the powerful decision of public opinion.

In reply to the above statement, the Masters and Owners Association sent out the following: —

The masters and owners made the concessions which have been urged upon us by your committee solely because of belief that it is a patriotic duty to do so. We have claimed and still claim that the requests of the fishermen, to which we have now in part assented, are unreasonable, and that the additional expense to be borne by the masters and owners is an unfair burden, making it difficult if not impossible to operate our vessels at a profit. On this matter we have offered to open our books to the State Board of Arbitration, to your committee and to the fishermen.

NATHAN D. DODGE SHOE COMPANY — NEWBURYPORT.

The following application was received on March 3: —

To the Honorable the State Board of Conciliation and Arbitration, Commonwealth of Massachusetts.

Your petitioner, Nathan D. Dodge Shoe Company of Newburyport, engaged in the business of shoe manufacturing at Newburyport, in said Commonwealth, respectfully represents: —

That said business, when carried on in the normal and usual manner and to the normal and usual extent, requires from 250 to 325 persons.

That during the month of January, 1917, said business afforded employment to 38 persons in the cutting room, and of these, 38 ceased work on the twenty-second day of that month for the reported reason that the general manager did not grant an interview to the union agent.

That your petitioner is informed that some of these past employees now work elsewhere, and that some of the remainder have combined for the purpose of perpetuating a labor disturbance which they denominate a strike.

That on the 19th of February, 1917, the operation of the department was resumed with employees sufficient to perform a normal amount of business, and since that day there has been no unusual change in employment; certain employees have left work for one reason or another, and others have been hired from time to time, in accordance with the requirements of the business.

Your petitioner further represents that there is no controversy with its present employees, and that while some of the former employees

seek to obstruct the business in question, it is normal and usual in manner and extent.

Wherefore your honorable Board is respectfully requested to determine, as provided in General Acts of 1916, chapter 89, whether said business is being carried on in the normal and usual manner and to the normal and usual extent.

Dated this first day of March, A.D. 1917.

NATHAN D. DODGE SHOE COMPANY,
By F. W. JOHNSON, *Its Attorney.*

A similar application of the same date related to the making room.

On March 15 the following was issued: —

In the matter of the applications of Nathan D. Dodge Shoe Company, manufacturer, of Newburyport.

Two applications to this Board under the Acts of 1914, chapter 347, as amended by General Acts of 1916, chapter 89, for a determination whether the business of said company, in respect to which strikes or other labor troubles occurred on January 16 and 22 of the current year, is being carried on in the normal and usual manner and to the normal and usual extent, have been considered. Having heard the petitioner, the strikers and employees and considered all the circumstances, the Board finds that the business of said Nathan D. Dodge Shoe Company is not being carried on in the normal and usual manner.

The petitions are dismissed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

W. & V. O. KIMBALL — HAVERHILL.

On March 3 a joint application was received from W. & V. O. Kimball and treers, alleging a controversy as to the price per week for machine or hand treeing, and requesting the Board to say what was a fair price.

The submission lacked documents which the parties were requested to forward. On March 14 a notice of settlement was received from the parties.

J. H. WINCHELL & CO., INC. — HAVERHILL.

On March 8 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between J. H. Winchell & Co., Inc., shoe manufacturer, and employees in the cutting department. (15)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by J. H. Winchell & Co., Inc., to employees in said department at Haverhill for work as there performed: —

	Per Week of 50 Hours.
Cutting outsides, by hand or machine,	$22 50
Sorting,	21 50
Cutting cloth-lining, by hand or machine,	18 00
Cutting tops, by hand or machine,	18 00
Cutting trimmings, by hand or machine,	15 00
Crimping, Lockett machine,	16 50
Cutting blocks,	13 50

Lots containing skirts; to be cut by the hour unless the cutter elects to cut by the piece.

Patent leather; no change in classification.

Horse butts; the same price as skins.

	Per Twelve Pair.		
	Black Leathers except Vici, Patent and Horse Butts.	Vici and Horse Butts.	Patent.
Cutting outsides by hand: —			
Vamps: —			
Circular,	$0 1214	$0 1377	$0 1071
Blucher,	14	15	13
Seamless, right and left,	1571	1714	1429
Blucher quarters,	15	1643	1357
Blucher Oxford quarters,	1214	1357	1071
Tops: —			
Bal or Blucher,	107	1214	0929
Button,	1286	1429	1143
Blucher Oxford,	10	1143	0857
Foxed Oxford,	09	1043	0757
Foxed button Oxford: —			
Detached flies,	1143	1286	10
Attached flies,	14	1543	1257
Button flies,	0429	0429	0429
Tips: —			
Straight,	035	035	035
Right and left,	045	045	045
Foxings: —			
Straight,	0857	0857	0857
Circular,	0857	0857	0857
No. 7,	0857	0857	0857

By agreement of the parties, this decision shall take effect as of date of January 1, 1917.

By the Board,

Bernard F. Supple, *Secretary.*

W. & V. O. KIMBALL — HAVERHILL.

On March 8 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between W. & V. O. Kimball, shoe manufacturers of Haverhill, and employees in the cutting department. (22)

Having considered said application, heard the parties by their duly authorized representatives and investigated the character of the work in question and the conditions under which it is performed, the Board awards that the following prices be paid by W. &. V. O. Kimball at Haverhill for work as there performed: —

	Per Week of 50 Hours.
Cutting outside, by hand or machine,	$22 50
Sorting,	21 50
Cutting tops, by hand or machine,	18 00
Cutting cloth-lining, by hand or machine,	18 00
Crimping, Lockett machine,	16 50
Block cutting,	13 50
Cutting trimming, by hand or machine,	15 00

By agreement of the parties this decision shall take effect as of date of January 1, 1917.

By the Board,
Bernard F. Supple, *Secretary.*

BURTON FURBER COAL COMPANY — BOSTON.

Oral notice of controversy between drivers and the Burton-Furber Coal Company of Boston, concerning the discharge of two men, was received on March 9. The parties had met and disagreed. The Board interviewed the parties separately and brought them together in conference. The men in question, having promised the employer to amend their conduct and assured him of loyalty to his interests, were forgiven and re-employed on March 9. Five weeks

later they were again discharged for new offences, but no controversy arose, and no further difficulty has been reported to the Board.

ENGEL-CONE SHOE COMPANY — BOSTON.

A hearing on an application of Engel-Cone Shoe Company of Boston and its cutters was assigned to March 15, but on March 10 the parties notified the Board of an agreement pursuant to the Board's advice.

CHURCHILL & ALDEN COMPANY — BROCKTON.

On March 13 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Churchill & Alden Company, shoe manufacturer of Brockton, and employees in the lasting department of the Ralston factory. (352)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that one-quarter of a cent per pair be paid by Churchill & Alden Company in the Ralston factory at Brockton for inserting extra tack in each side of the counter; and that no extra be paid to operators of No. 5 machines for measuring tips.

By the Board,

Bernard F. Supple, *Secretary.*

STACY ADAMS COMPANY — BROCKTON.

The following decision was rendered on March 13: —

In the matter of the joint application for arbitration of a controversy between Stacy Adams Company, shoe manufacturer of Brockton, and employees in the lasting department. (10)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Stacy Adams Company to employees in said department at Brockton for work as there performed: —

	Per 12 Pair.
Tacking on insoles: —	
Tacking and trimming by hand,	$0 06
Tacking by machine and trimming by hand,	04
Tacking and trimming by machine,	02¾
Assembling by hand: mating vamps, chalking lasts, pasting and inserting counters, pasting heelstay and driving tacks at heel by hand: —	
Including shellacking boxes,	24
Boxes not shellacked,	21
Vulco boxes,	21
Operating pulling-over machine: —	
Regular or Vulco boxes,	No change.
Side-lasting by hand,	36
Operating bed machine: —	
Patent leather, black Cordovan and colored leather; black vici, kangaroo, calf, velours and leathers of like nature,	No change.
Removing seam tacks (No. 5 operator),	No extra.

	Per Day of 9 Hours.
Operating pulling-over machine,	$3 50
Operating bed machine,	3 50
Operating Consolidated-Hand-method machine,	3 50
Day work other than the above by employees of average skill and capacity,	3 25
Samples or single pairs, by agreement,	One-half the price, extra.

	Extra Per Pair.
Inserting flat boxes: —	
Assembling,	$0 00¼
Pulling-over,	00¼
Wetting shoes singly,	00½

	Extra Per Pair.
When operators of No. 5 machines are required to wet dry shoes,	No extra.
Special pairs (custom and leathered lasts),	One-half the price, extra.
Combination cases,	No change.
Canvas reinforcement,	No extra.
1, 2 or 3 pair lots,	One-half the price, extra.
Long counters or arch supports, by agreement,	$0 02
Patent tips or quarters, by agreement,	02
Cushion or felt insoles, by agreement,	01½
Whole cloth covers, by agreement,	01
Benjamin, Apex, or short covers,	00½
Long-legged boots (8 inches or over), by agreement,	00⅔
Lasting up or down, by agreement,	01

The Board finds that moulded boxes are not used, and uncrimped Bluchers are not made.

By agreement: —

Lasters shall not be required to wet boxes singly except on samples or single pairs.

Lasters shall be paid one-half price for pulling-off and full price for re-lasting all cripples for which they are not personally responsible.

Lasters not to be held responsible for shoes after leaving the lasting department, unless the fault was such as could not be discovered while shoes were on the lasts.

Any laster charged for inferior work may elect either to take the shoes or leave the job; in the latter event he shall be paid in full not later than the next regular pay day.

All work shall come properly fitted to the lasters.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

The foregoing decision became the matter of controversy which was discussed in the presence of the Board by the parties on July 3 and 10, whereupon the following letter was sent defining the decision of March 13: —

STACY ADAMS COMPANY and Mr. JOSEPH LACOUTURE, *Brockton, Mass.*

GENTLEMEN: — In the matter of a request of the parties to a controversy heretofore considered, the Board finds that in the case determined by its decision of March 13, 1917, and affirming the decision of

March 7, 1916, so far as the same relates to the wetting of shoes singly, the decision of one-half cent per pair relates to case lots.

Subsequently to the decision of March 7, 1916, the parties entered into an agreement as to the interpretation of which they are not in agreement. The Board did not pass upon that agreement or assume to determine the rights of the parties under it, and so the matter was dismissed to be left to the further consideration of the parties to the agreement, with the suggestion that should controversy continue, the usual method of determining such controversy should be applied in this case.

Yours respectfully,
BERNARD F. SUPPLE, *Secretary.*

GREGORY & READ COMPANY — LYNN.

On March 15 the following recommendation was made: —

In the matter of the joint arbitration of a controversy between Gregory & Read Company, shoe manufacturer of Lynn, and employees in the ironing department, submitted pursuant to agreement to the Lynn Board of Adjustment and to this Board for determination upon consideration of the evidence submitted to said Board of Adjustment. (76)

Having considered the evidence submitted, the Board recommend that the decision of the board of adjustment should be that 7 cents per 12 pair shall be paid by Gregory & Read Company to employees in its ironing department at Lynn for cutting four-strap covers.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

GEORGE B. LEAVITT & CO. — HAVERHILL.

The following report was issued on March 16: —

In the matter of the strike of cutters in the factory of George B. Leavitt & Co. at Haverhill.

The Board, having knowledge of the existence of a strike in the cutting department of the shoemaking industry of the firm of George B. Leavitt & Co., which occurred on the 19th of February, 1917, and

upon request of the Chamber of Commerce of Haverhill, the Board, after public notice, gave a hearing in the City Hall of Haverhill at 10.30 o'clock on Wednesday, March 7, making careful inquiry into the controversy and the reason for its existence and continuance. Members of the employing firm, of the Chamber of Commerce, and of the Haverhill Shoe Manufacturers' Association attended; certain strikers were present, but declined to give evidence. Having heard all who desired to testify the Board adjourned.

On March 12 the hearing was resumed. John F. Bowen, William T. Caswell and Roy Portier, officers of the organization to which the strikers belonged, having been summoned to appear and testify, were interrogated with a view to learning from the standpoint of the striking cutters the reason for the strike. It appeared that there was no controversy existing as to prices to be paid for work or the conditions under which the work of the cutters was to be performed, but that the controversy related only to the form of agreement desired by the employer, on the one hand, and declined by the cutters on the other. The employer desired that some form of arbitration of future differences, if any, should be provided in the agreement containing the prices and conditions agreed upon. The cutters were unwilling to embody in the price agreement any form of arbitration clause, and struck to enforce their demand that the price-list be signed without any provision for the adjustment of matters in dispute which might arise in the future.

In the opinion of the Board, the request of the employer that some provision should be made in the price agreement whereby matters of difference arising from time to time, if any, during the continuance of the contract, upon which the parties might be unable to agree, could be determined without cessation of industry and hardship occasioned by strike or lockout, was a reasonable request, and should have been granted as being an element in price agreements common in the industry and tending to produce and continue peaceful relations, so essential to the individual interest of those who labor and to the public, which prospers or suffers as the industry prospers or declines. The officers of the organization to which the men belong claim that its constitution does not provide for arbitration of individual disputes. It does not provide against it. The employer was willing to pay the prices agreed upon if, in or about the month of May, the organization would take up the matter of arbitration and consider it; and if, upon such consideration, the organization should still decline to embody such provision in its agreement as to price, the employer would then sign the agreement without such clause. This the employees declined

to do and a strike was called, and existed at the close of the investigation, which was adjourned after the parties summoned had testified.

The Board finds that the circumstances of this controversy, the nature of the industry and the relation of the parties to the several departments are such that the strike should not have taken place, and that these employees or their representatives who occasioned the strike are responsible for the existence and for the continuance of the strike.

By the Board,

Bernard F. Supple, *Secretary.*

The adaptation of the business to the difficulties that had been thrust upon it involved changes in method, satisfactory to the company; for the volume of business, calculated in money values, had increased. The company claimed that it had emerged from the labor trouble and the workers disputed the claim; both parties were heard on June 28 and the Board dismissed the employer's petition for a certificate of normality.

LUKE W. REYNOLDS COMPANY — BROCKTON.

The following decision was rendered on March 20: —

In the matter of the joint application for arbitration of a controversy between Luke W. Reynolds Company, shoe manufacturer of Brockton, and employees in the lasting department. (29)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Luke W. Reynolds Company at Brockton for the work as there performed: —

	Per 24 Pair.
Assembling by hand; to include tacking and trimming innersoles by hand, mating vamps, pasting and inserting counters and driving two tacks in heel by hand: —	
Shellacked boxes,	$0 44
Vulco boxes,	38
Pulling-over by machine: —	
Shellacked boxes,	27
Vulco boxes,	30
Lasting sides by hand,	38

By agreement of the parties this decision shall take effect from the date of the introduction of the Rex system.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

W. L. DOUGLAS SHOE COMPANY — BROCKTON.

On March 20 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between W. L. Douglas Shoe Company of Brockton and employees in the lasting department. (340)

The controversy relates to the right of the employer to charge to certain employees in the lasting department work claimed to have been improperly performed by them.

Having heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, and considered reports of expert assistants nominated by the parties, the Board is not convinced that the work so charged to the employees as improperly performed was the fault of the laster, so far as it relates to fault occasioned by the side-lasting; so far as such work so charged relates to the burning of shoes, the Board finds that it is the fault of the laster, and that shoes are properly chargeable to him. As to the responsibility of the crowner, the Board finds that there should be introduced into the factory system a method by which the crowner, after final inspection of a case of shoes, should by proper designation, by mark or otherwise, signify his approval when the shoes leave his department, thereby fixing his responsibility.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

W. & V. O. KIMBALL — HAVERHILL.

On March 27, 1917, the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between W. & V. O. Kimball, shoe manufacturers of Haverhill, and employees in the lasting department. (12)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices shall be paid by W. &. V. O. Kimball at Haverhill for work as there performed: —

McKay Lasting.

Operating Consolidated Hand-Method Machine: —	Per 12 Pair.
Regular work, tip or imitation: —	
Plain-toed shoes: —	
Low-toed,	$0 13
High-toed,	13
Tipped shoes: —	
Low-toed,	15
Medium-toed,	17
High-toed,	20
Extra (by agreement): —	
Patent leather,	04
Plain-toed shoes with box,	01
Leather box,	04
Felt box,	04
Spindling shoes,	03
Colors,	No extra.
Hour work, by agreement,	35

By agreement of the parties this decision shall take effect as of date of February 1, 1917.

By the Board,

Bernard F. Supple, *Secretary.*

HOWARD & FOSTER COMPANY — BROCKTON.

On March 30, 1917, the following decision was rendered: —

In the matter of the joint applications for arbitration of a controversy between Howard & Foster Company, shoe manufacturer of Brockton, and edgetrimmers. (375, 376)

Having considered said applications and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the prices paid by Howard & Foster Company at Brockton for edge-trimming rubber-soled shoes and extra-grade shoes, as the work is there performed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

A. J. BATES COMPANY — WEBSTER.

On March 30 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between A. J. Bates Company, shoe manufacturer of Webster, and heel-burnishers. (11)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that $3\frac{3}{4}$ cents per 12 pair be paid by A. J. Bates Company at Webster for heel-burnishing on the Boylston machine, as the work is there performed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

EMERSON SHOE COMPANY — ROCKLAND.

On March 30, 1917, the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between the Emerson Shoe Company of Rockland and vampers. (14)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by the Emerson Shoe Company at Rockland for the work as there performed: —

VAMPING (ALL LEATHERS).

	PER TWELVE PAIR.		
	Purple Tag.	Colored Tag.	White Tag.
Single-needle, 2 rows: —			
Bal (by agreement),	$0 36	$0 32	–
Bal,	–	–	$0 29
Button and Congress,	36	32	29
Circular vamp (by agreement),	24	–	–
Circular vamp,	–	24	22
Seamless Blucher (by agreement),	50	48	45
Blucher and Blucher Oxford: —			
Spaced row with bar,	30	25	25
Spaced row without bar,	30	25	22
Close row with bar,	33	30	–
Blucher, one-half tongue, and bar,	35	32	30
Blucher, full bellows tongue, and bar,	35	32	30
Double-needle: —			
Bal, 2 rows (by agreement),	27	–	–
Bal, 2 rows,	–	26	24
Button and Congress, 2 rows,	27	26	24
Circular vamp (by agreement),	18	18	–
Circular vamp,	–	–	16
Per day of 9 hours (by agreement), $3.25.			
Per hour (broken time) (by agreement), $0.37.			

By the Board,
BERNARD F. SUPPLE, *Secretary.*

FRAMINGHAM SHOE COMPANY — FRAMINGHAM.

The following decisions were rendered on March 30: —

In the matter of the joint application for arbitration of a controversy between the Framingham Shoe Company and stitchers. (59)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 33 cents per 48 pair be paid by the Framingham Shoe Company at Framingham for making men's bal Oxford linings, as the work is there performed.

By agreement of the parties this decision shall take effect as of date of February 14, 1917.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

In the matter of the joint application for arbitration of a controversy between the Framingham Shoe Company of Framingham and edge-trimmers. (60)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 8 cents per 12 pair be paid by the Framingham Shoe Company at Framingham for edge-trimming shoes for Belgium, as the work is there performed.

By agreement of the parties this decision shall take effect as of date of January 13, 1917.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

On April 6 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between the Framingham Shoe Company of Framingham and cutters. (20)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by the Framingham Shoe Company at Framingham for cutting special shoes for the Belgian Relief Committee, as the work is there performed: Bal, 2½ cents per pair; Blucher, 3 cents per pair.

By agreement of the parties this decision shall take effect as of date of January 19, 1917.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

JOHN T. CONNOR COMPANY — BOSTON.

Grocery clerks in the employ of John T. Connor Company, claiming that the management was discriminating against some of them, and alleging that four men were discharged in one week as the result of prejudice, went out on strike in the first week of April. Several ineffectual attempts were made to confer, and some conferences were had which for awhile warranted hope of agreement. Some street disturbances occurred where pickets patrolled in front of some of the stores, and violence, resulting in the destruction of property. There were court proceedings and fines.

The company managed some 140 "chain" grocery stores, and employed about 750 hands all told. The strike affected about 100 stores and 160 men. The company expressed no ill will against the strikers, believing that the movement was

ill advised, but was determined not to re-employ some of them whom they held responsible for the damage of much property. From 35 to 40 of the employees were reinstated to their former position on their individual applications, and the remainder found employment elsewhere. Meanwhile the strikers sought and obtained the services of the Board in order to bring the matter to a conclusion. No settlement was reached, however, and the strike died of inanition.

NASHUA RIVER PAPER COMPANY — PEPPERELL, GROTON.

On April 9 the selectmen of Pepperell notified the Board of a strike in the works of the Nashua River Paper Company. The Board offered its mediation; the strikers accepted and the employer refused. The strike, which took place on April 2, began when the employer refused to reinstate a man discharged for inefficiency, who had been eighteen years in the company's service. Two hundred and fifty quit work in Pepperell and Groton and formulated demands as a condition of returning, as follows: a general 8-hour work day except a 9-hour day for "day men"; an increase of wages to equal the union scale; and 50 per cent. extra for overtime work. The employer would make no concession.

On July 10 the company applied for a certificate of normality of business. The petition was dismissed without prejudice on July 21.

HEBREW BAKERS — BOSTON.

In April, the Hebrew master bakers and their employees disagreed concerning the abolition of penny rolls, the journeymen apprehending that many would be discharged. An agreement existed, with May 1 of each year as its term, subject to thirty days' notice; but neither party had given notice on April 1, and a point was raised whether both would be bound until May 1, 1918, or released in a few weeks. The Passover season suspended all work, and when the holidays were over certain changes had been made which the men claimed were designed to prevent their return to work. They denounced the employers for violating the agreement by locking them out and the employers explained that because the one-cent rolls could not be made smaller they had concluded to substitute larger rolls for two cents and not for the reason that they could operate the bakeries with two-thirds of the number of journeymen. In their turn they denounced the workmen for presuming to manage the business and for striking contrary to agreement. The result of the change was that about 100 were thrown out of work.

The Board arranged a conference of parties which was had on the 17th and 18th of April. By agreement the dispute should have been submitted to local arbitrators while the men were at work, but that was supposed to be no longer binding because of the so-called lockout. The employers complained that the men refused to work unless they baked penny rolls, which had become unprofitable. The Board advised the parties to revive the agreement and submit to the kind of arbitration therein specified. They subsequently

sought and obtained advice and assistance in the difficulty that is always experienced in trying to establish a temporary tribunal — in this instance a board of five.

On April 23 the Board learned that the workmen had returned to work under prior conditions, with a purpose to agree on a new schedule within thirty days, or, otherwise, to submit to the State Board the whole dispute or any part of it remaining unsettled. The Board maintained communication with both parties until it was apparent that there would be no further difficulty.

WEBB PINK GRANITE COMPANY, MILFORD PINK GRANITE COMPANY, BAY STATE PINK GRANITE COMPANY OF MILFORD; NORCROSS BROTHERS COMPANY, JAMES H. RANKIN OF EAST LONGMEADOW.

Agreements between the proprietors and various crafts engaged in the quarries of Milford having expired on March 1, idleness ensued pending new agreements. The parties met and failed to agree, and work was not resumed during March. For several weeks longer neither party appeared to be dissatisfied with the suspension of work. The Board made the usual inquiries, and saw nothing to warrant a hope of agreement until the quarry owners should feel disposed to resume operations. On April 18, 19 and 20 the Board mediated at Milford in separate interviews with the employing companies and the idle workmen. A conference of parties was held in the presence of the Board beginning April 18, and continuing from day to day. The Board also offered its mediation to the parties at East Longmeadow on the 20th

and 21st, and terms of settlement suggested by the Board's agent were considered by the parties there and agreed to on April 24, as follows: —

AGREEMENT AND BILL OF PRICES BY AND BETWEEN QUARRY WORKERS AND JAMES H. RANKIN, STONE CONTRACTOR OF EAST LONGMEADOW, MASS.

Article I. — Blacksmiths, sawyers and yardmen.

The minimum wage for shovelers or laborers shall be 30 cents per hour.

The minimum wage for sawyers shall be 35 cents per hour.

The minimum wage for blacksmiths shall be 40 cents per hour.

The minimum wage for yardmen shall be 32½ cents per hour.

Article II. — Fifty hours shall constitute a week's work.

Article III. — None but union men or those willing to become such to be employed.

Article IV. — Pay to be in cash once a week, and not more than one week kept back.

Article V. — This bill to take effect when signed, and run until May 1, 1919. Should either party desire a change at the expiration of this agreement, a month's notice shall be given from either party prior to May 1 of any subsequent year.

Article VI. — There shall be no strike or lockout. All grievances shall be settled by arbitration.

JAMES H. RANKIN.
FRED BURKE, *President.*
WM. BAILY, *Corresponding Secretary.*

APRIL 24, 1917.

The terms of this agreement were accepted later by the parties to the controversy in the quarry of the Norcross Brothers Company, and finally influenced the parties to the negotiation at Milford.

Meanwhile on April 25 the superintendent of Norcross Brothers Company at Milford, and the manager of the Webb Pink Granite Company's quarries and cutting plant in that city, gave notice of a strike as having taken place on April 1.

On the 27th the Bay State Pink Granite Company filed a similar notice. The employers stated that engineers and cutters were in agreement with the employers and ready to go to work but for the quarry men who still remained out to enforce demands of about 30 per cent. increase. The demand of the men specified an increase of from 30 to 40 cents per hour, with a shorter week schedule of hours.

Finally the following agreement was signed on May 12: —

1. None but members of Branch 71 or those eligible to become such shall be employed.

2. Eight hours shall constitute a day's work for the first five days in the week and four hours on Saturday.

3. All competent quarry men, head-derrickmen, blacksmith helpers, steam drillers, lewisers and powder men shall receive 37½ cents per hour minimum from April 1, 1917, to April 1, 1920.

4. Second derrickmen shall receive 36 cents per hour minimum, and third derrickmen 32 cents per hour minimum, from April 1, 1917, to April 1, 1920.

5. Shed and yard derrickmen can when necessary work overtime one hour each night for two nights in a week at the regular rate. This clause not to apply at any time to any other quarry worker; all other overtime to be paid for as time and one-half.

6. Double time for Sunday work and the following holidays: Patriots' Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day.

7. The hours of labor shall be as follows: From April 1, 1917, to April 1, 1920, eight hours shall constitute a day's work for the first five days of the week, and four hours on Saturday. From April 1, 1917, to April 1, 1920, the hours of labor shall be from 7 A.M. to 12 noon, and from 1 P.M. to 4 P.M., and on Saturdays, from 7 A.M. to 11 A.M., excepting in months of December, January and February, when the hours of labor shall be from 7.30 A.M. to 12 noon, and from 12.30 P.M. to 4 P.M. for the first five days of the week, and from 7.30 A.M. to 11.30 A.M. on Saturdays.

8. Wages to be paid weekly, and not more than one week's pay to be retained. Workmen to be paid during working hours.

9. All workmen discharged to be paid in full immediately; any

workman leaving shall notify the foreman, and shall receive his pay in cash or due bill payable the next pay day.

10. There shall be an agreement drawn up between employers and apprentices to have them serve one year with one firm.

11. The wages of a tool sharpener shall be the same as is established for sharpeners of the Milford, Mass., branch of the G. C. I. A. for the term of this bill. A drill sharpener's gang to consist of not more than sixteen men. One pneumatic drill to count as two men. Three steam drills to be a gang. Drill sharpeners to work wet or dry. Branch No. 71 to offer no objection to members of G. C. I. A. sharpening on mixed fires.

12. There shall be a horn attached to the main air pipe which shall be blown at the time of starting and stopping of work and when there is a blast, and all workmen shall be given ample time to reach a place of safety before any fuse is lighted or battery touched off.

13. There shall be a suitable place, properly heated in cold weather, where workmen can go when it is stormy and cold, to eat their dinners.

14. Any dispute arising between the employers and employees shall be submitted to a committee representing employers and employees.

Said committee shall be known as the "Grievance Committee," and there shall be no action taken pending investigation by this committee.

It was further agreed that the foregoing should take effect from April 1, 1917, until April 1, 1920, and continue from year to year thereafter until changed; that in case of a desire to change, thirty days' notice should be given previously to April 1, 1920, or to April 1 of any year thereafter.

CUSHMAN & HÉBERT — HAVERHILL.

On April 17 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Cushman & Hébert, shoe manufacturers of Haverhill, and solelayers. (80)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that $5\frac{1}{2}$ cents per 12 pair be paid by Cushman & Hébert at Haverhill for laying soles, regular work, as there performed; nailing toes, no change.

By the Board,

Bernard F. Supple, *Secretary.*

FRAMINGHAM SHOE COMPANY — FRAMINGHAM.

The Framingham Shoe Company and its treers were heard in the matter of their joint application, but a settlement was reached on March 6 by agreement on a change of system.

Applications were received from the Framingham Shoe Company and its cutters on April 18, its stitchers on April 21 and its stayers on May 29. Hearings were given in due course and continued or postponed on motion of the parties for one reason or another during the summer. Duly appointed experts, nominated by the parties, reported approaches to an agreement, and on August 10 the Board was notified by the parties that a settlement had been reached.

REGAL SHOE COMPANY — WHITMAN.

The following decision was rendered on April 20: —

In the matter of the joint application for arbitration of a controversy between the Regal Shoe Company of Whitman and heelshavers. (83)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 7 cents per 12 pair be paid by the Regal Shoe Company in the Unit Factory at Whitman for shaving rubber heels, including oiling.

By the Board,

Bernard F. Supple, *Secretary.*

ATLAS PARLOR SUIT MANUFACTURING COMPANY, BAY STATE FURNITURE COMPANY, BAY STATE UPHOLSTERING COMPANY, COLUMBIA & MYERS UPHOLSTERING COMPANY, JOHN GIVEN & SON, MORSE UPHOLSTERING COMPANY, UNION PARLOR FURNITURE COMPANY — BOSTON.

On April 26 certain manufacturers of parlor furniture in Boston were notified by employees, mostly Hebrews, associated in the Wholesale Hardwood Finishers' Union of Boston, that changes were desired in the code of regulations after May 1. The workmen solicited any suggestions that the employers might have to discuss. The manufacturers having ignored the request, 60 hardwood finishers, employed in seven shops, struck on May 1. The Board advised the parties in several separate interviews, and brought them into conference on May 9 and 14. The workmen demanded higher pay, fewer hours and an equitable distribution of

work. The employers pleaded that New York and non-union Boston rivals were able to defeat them in the Boston market; moreover, they had already a larger stock than they could dispose of, for the furniture in question belonged to the class of "poor man's luxuries," ignored by the wealthy and well-to-do. In this stringent time of war, they said, marriages were few, and the newly wed postponed indefinitely the adornment of the home. No agreement was reached.

The Board advised a resumption of work, with arbitration in view. The workers accepted the proposition. The employers preferred a mutual settlement of most of the items of labor, and the arbitration of such items as they could not agree to. The employees submitted an application for arbitration by this Board, but the manufacturers would not join in the submission. The employees petitioned this Board on May 19 to investigate and report the cause of the existence and the continuance of the controversy. Daily interviews resulted in the men's returning to work on May 28 pending a settlement.

A hearing was held on May 29 with a view to ascertaining and reporting the blame, but it was adjourned indefinitely to afford opportunity for a conference on the question of an agreement. On June 11 the parties agreed to leave the matters in dispute to the arbitration of this Board. Further conferences were held in the hope of a settlement; a hearing assigned to the 28th was postponed indefinitely at the request of the employers. The men were at work, and it seemed that the controversy had lapsed.

On motion of the workmen's counsel, hearing began again on July 24 and continued on July 26; a further hearing

assigned to the 30th was postponed to August 2 on motion of the manufacturers' counsel. On August 2 the hearing was resumed and continued to the 9th, with conferences during the interval. The hearing was closed on August 9. The parties, having requested that the Board employ experts to assist in the investigation of prices and conditions, sought through several days for fit persons, and nominated Mr. Carl Appel and Harry S. Warren, Esq., and these were appointed and qualified according to law on August 23. They submitted their reports on September 5, whereupon the Board announced to them its conclusions. The final conference between the Board and its expert assistants was continued to September 11, when a decision was rendered, as follows: —

In the matter of the joint application for arbitration of a controversy between Morse Upholstering Company, Columbia & Myers Upholstering Company, Atlas Parlor Suit Manufacturing Company, Union Parlor Furniture Company, Bay State Furniture Company, Bay State Upholstering Company and John Given & Son, manufacturers of parlor suite furniture of Boston, and finishers. (127)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards 12 per cent. increase in the wages of men receiving $13 or less, 10 per cent. increase to men receiving more than $13 and not more than $18, and 5 per cent. increase to men receiving more than $18, and that apprentices may be employed at the ratio of one apprentice to five brushmen or major fraction thereof in any shop where five brushmen are employed, and that one apprentice may be employed in any shop where fewer than five brushmen are employed.

By agreement of the parties this decision shall take effect from and after May 28, 1917.

By the Board,

Bernard F. Supple, *Secretary.*

The employees, having sought a ruling on the above, the Board responded as follows on September 18: —

Supplemental decision in the matter of the joint application for arbitration of a controversy between Morse Upholstering Company, Columbia & Myers Upholstering Company, Atlas Parlor Suit Manufacturing Company, Union Parlor Furniture Company, Bay State Furniture Company, Bay State Upholstering Company and John Given & Son, manufacturers of parlor suite furniture of Boston, and finishers. (127)

The Board, having further considered the application and the evidence submitted, together with the reports and recommendations of expert assistants appointed upon the request of the parties, determines the relation of sandpaperers and apprentices to their employers and their terms of service, and awards as supplemental to the decision of September 11, 1917, the following: —

The minimum wage of sandpaperers as beginners shall be $8 per week. A sandpaperer having continued in such employment for six months shall be deemed a journeyman sandpaperer and entitled to wages as such.

If a journeyman sandpaperer does work in the rubbing department as an apprentice at that work for three months he shall be deemed a journeyman rubber and entitled to wages as such.

If a journeyman rubber does work in the shellacking department as an apprentice at that work for six months, he shall be deemed a journeyman shellacker and entitled to wages as such.

If a journeyman shellacker does work in the varnishing department as an apprentice for two months he shall be deemed a journeyman varnisher and entitled to wages as such.

By the Board,

Bernard F. Supple, *Secretary.*

The employees complained on October 1 that certain employers were evading the award. This in turn led to several interviews and hearings during the month of October. The employers claimed that their men were at work, satisfied and disposed to continue peaceful if let alone, and deemed the controversy at an end. The Board having issued sum-

monses to the manufacturers, a hearing was held on November 1. Matters of fact alleged by the workmen's counsel were denied by the employers.

On November 7 the Board was credibly informed of a sympathetic strike of finishers of the Bay State Upholstering Company. Responding to request for explanation, the strikers stated in justification of their conduct, that the company was violating the award of September 11, and that, far from going on strike, the men had been harshly treated, told to get out, discharged, and, in one instance, prevented from keeping employment. Hearings were resumed. On December 10 the company, yielding to the Board's solicitation, agreed to take the men back.

Counsel for the employees, having claimed that the non-performance of an award of this Board is an offence punishable under the Acts of 1909, chapter 514, section 36, desired to know by whom and to what department complaint should be made. The inquiry was referred on January 21, 1918, to the Attorney-General, who replied as follows: —

Boston, March 6, 1918.

Board of Conciliation and Arbitration, State House.

Gentlemen: — I acknowledge your communication in which you inquire whether the non-performance of an award of your Board is an offence punishable under St. 1909, chapter 514, section 36, and if such non-performance is an offence, by whom or by what department should complaint be made.

I assume that your inquiry is directed to that part of section 12 of chapter 514 of the Acts of 1909, as amended by St. 1914, chapter 681, which reads as follows: —

> Said decision shall for six months, be binding upon the parties who join in said application, or until the expiration of sixty days after either party has given notice to the other party and to the board of his intention not to be bound thereby.

I am of the opinion that this provision simply deals with the effect of the decision made by the Board upon an arbitration voluntarily entered into by the parties, and does not provide for a rule of conduct to be observed by the parties that subjects them upon a breach thereof to the penalty contained in section 36 of said chapter 514.

I am confirmed in this view by the history of the provisions of the statute involved in your inquiry. Section 36 of said chapter 514 first appeared as section 70 of chapter 106 of the Revised Laws. It was evidently inserted by the commissioners to take the place of the following statutes: St. 1892, chapter 410, section 2; and St. 1894, chapter 508, section 78. Chapter 410 of the Acts of 1892 was an act to prohibit the deduction of wages of employees engaged at weaving, and chapter 508 of the Acts of 1894 was an act regulating the employment of labor, section 78 of the act providing as follows: —

> Any person violating any provision of this act where no special provision as to the penalty for such violation is made shall be punished by a fine not exceeding one hundred dollars.

St. 1909, chapter 514, section 12, is a re-enactment of R. L., chapter 106, section 3, as amended by St. 1904, chapter 313, section 2. The provision in said section 12, that "said decision shall, for six months, be binding upon the parties who join in said application, or until the expiration of sixty days after either party has given notice in writing to the other party and to the board of his intention not to be bound thereby," first appears in section 6 of chapter 263 of the Acts of 1886. Neither said chapter 263 nor any amendment thereof contains any penalty for violation of any of its provisions.

Criminal statutes are to be construed strictly, and it would be a violation of this principle to assume that, because chapter 263 of the Acts of 1886 and its amendments were subsequently grouped in chapter 106 of the Revised Laws, and later in chapter 514 of the Acts of 1909, with the other provisions of law relating to labor, it was the intention of the Legislature to make the non-compliance of one of the parties to the decision of the Board in an arbitration a crime where such non-compliance was not a crime prior to such grouping.

Accordingly, I am of the opinion that your question is to be answered in the negative.

Very truly yours,

HENRY C. ATTWILL, *Attorney-General.*

STAR BREWING COMPANY — BOSTON.

On April 27 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between the Star Brewing Company of Boston and drivers and helpers in its employ. (101)

Said controversy relates to the employees' demand that a driver discharged on March 13, 1917, shall be reinstated, and the Board is requested to determine whether said driver was justly discharged.

Having considered said application, heard the parties by their duly authorized representatives and considered evidence submitted by counsel for the respective parties and all the circumstances of the case, the Board decides that the driver in question was justly discharged.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

EMERSON SHOE COMPANY — ROCKLAND.

The following decision was rendered on April 27: —

In the matter of the joint application for arbitration of a controversy between the Emerson Shoe Company of Rockland and edgemakers. (13)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by the Emerson Shoe Company at Rockland, for the work as there performed upon shoes with white tags: —

	Per 12 Pair.
Edgetrimming, no knifing,	$0.22½
Edgesetting, no brushing: —	
White rubber soles: —	
One setting,	18
Two settings,	24
All other soles: —	
One setting,	15
Two settings,	20

By the Board,

BERNARD F. SUPPLE, *Secretary.*

CHURCHILL & ALDEN COMPANY — BROCKTON.

On May 1 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Churchill & Alden Company, shoe manufacturer of Brockton, and employees in the edgemaking department of the Farnum Factory. (338)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there shall be no change in the prices paid by Churchill & Alden Company in the Farnum Factory at Brockton for edgetrimming and edgesetting (one setting, including blacking and brushing) as the work is there performed.

By the Board,

Bernard F. Supple, *Secretary.*

REGAL SHOE COMPANY — WHITMAN.

On May 1 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between the Regal Shoe Company and employees in its Unit Factory at Whitman. (21)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that $2\frac{1}{2}$ cents per 12 pair be paid by the Regal Shoe Company in its Unit Factory at Whitman for stapling by machine, as the work is there performed.

By agreement of the parties this decision shall take effect as of date of July 1, 1916.

By the Board,

Bernard F. Supple, *Secretary.*

CASS & DALEY SHOE COMPANY — SALEM.

On May 1 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Cass & Daley Shoe Company of Salem and edgetrimmers in Factory C. (66)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Cass & Daley Shoe Company in Factory C at Salem for edgetrimming Goodyear welts, including knifing and jointing, as the work is there performed: —

Off the last: —	Per 12 Pair.
Men's, boys', and youths' shoes,	$0 22
Little gents' shoes,	20
On the last (extra),	02

By agreement of the parties this decision shall take effect as of date of February 19, 1917.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

WILLIAM A. BRADFORD COMPANY, STEPHEN H. EDWARDS, ERIC A. ERICKSON, JOSEPH L. FRATUS & CO., STUART L. HIRTLE, J. E. KENILEY & CO., HENRY P. MURPHY, O'BRIEN & AUSTIN, SANBORN & DAMON, A. E. STEPHENSON — QUINCY; LOUIS CHANDLER, J. E. LUDDEN, WALTER SKINNER — BRAINTREE; PERCY E. BATES — MILTON.

Members of the South Shore Master Plumbers' Association of Quincy and vicinity were paying their journeymen $4.80 a day when 1916 was drawing to a close. On February 6 the Plumbers' Union demanded $5.50 a day. Several com-

munications and a conference were had, and the employers endeavored to secure an abatement of the demand. The men were immovable. On May 1 about 100 in some 13 establishments refrained from work, and combined to enforce the demand. The parties then remaining aloof entered into a contest of endurance. The mayor of Quincy gave the notice required by law, and the Board communicated with the parties.

The chairman of the employers' association, claiming that despite the strike his business was normal and usual in manner and extent, petitioned the Board for a certificate of normality, and, that the public might be officially informed, petitioned further for a public hearing, with a view to assigning blame to the party at fault. The Board brought about a renewal of negotiations, which resulted in an agreement which rendered further proceedings unnecessary.

BROWNELL-MASON COMPANY — FITCHBURG.

A strike of sheet-metal workers took place in Fitchburg and Leominster on May 1 to enforce a demand for a 44-hour week at a minimum rate of 50 cents an hour, with double pay for work performed on holidays, and 50 per cent. extra for work after hours on secular days. The employers speedily acceded to the demand except Brownell-Mason Company, for whom some 20 of the strikers had worked. These workers, having refused a compromise offer of 25 cents a day increase, were considered as discharged without prejudice to re-employment so soon as they might accept the offer.

The Board mediated and secured the assent of the Brownell-Mason Company and their striking employees in the following terms on May 11: —

Memorandum of Agreement made between Former Employees in the Sheet-metal Department of the Brownell-Mason Company and the Members of the Firm, in Conference with F. M. Bump, Member of the Board of Arbitration, State House, Boston, Mass.

It is agreed that the former employees return to work Monday, May 12, at the old rate of wages and the old schedule of hours; that the controversy in regard to wages and hours be submitted to a board of arbitration composed of one member selected by the employer, one member selected by the employees, and the two so chosen to select the third member, he to act as chairman.

This board to inquire into the wages and hours in the competitive establishments and make a decision that shall be binding upon the parties under the statute.

It is agreed between the parties that the decision shall take effect as of Monday morning, May 14.

This agreement was filed with the State Board and copies retained by the parties. On Monday, May 14, the men returned to their jobs in the company's shops. The employer and employees selected a man on either hand, and the two so appointed coming into concord upon the terms of a settlement deeming a third member superfluous in the circumstances, telephoned their agreement as the decision of the special board chosen by the parties. The award of 48 hours as a week's work, or the alternative of 44 hours at their option and loss, was a disappointment to the workmen; but after some hesitation they announced their adhesion to the terms.

The company repudiated the special board as irregular

because not completed by the selection of a chairman and because of the men's choosing a Boston man for a Fitchburg local board. The employer claimed that no local board had been appointed, no question of hours submitted, no hearing had been given, no decision announced, and that by the selection of a Boston man for member, the workmen had broken their agreement and now the employer was no longer bound to arbitrate — would not arbitrate. Moreover, he said, the man from Boston endeavored to induce his employees to join the union. The men had left the employ a second time and could never as a body obtain their old jobs. The company finally on May 21 refused to submit the controversy to the decision of the State Board of Conciliation and Arbitration.

On May 25 this Board gave notice of a public hearing on June 1 at Fitchburg for the purpose of determining and assigning blame for the labor trouble. At the hearing held the employer claimed that the matter under consideration was not within the jurisdiction of the State Board of Conciliation and Arbitration. On June 4 counsel for the employer reiterated the claim and filed a written protest against further proceedings. The protest stated, further, that criminal proceedings were pending against the firm founded on matters connected with and growing out of the conditions which this Board was investigating, and for that reason the company, by advice of counsel, would make no statement nor answer any questions. The Board suspended action pending the court proceedings.

On June 20 the company's counsel wrote that while not soliciting a further hearing, they were ready to appear if

such was the pleasure of this Board, Mr. John W. Burtt of the company having been adjudged not guilty.

Meanwhile a dispute arising in the building trades engaged in the construction of the boys' school at Shirley threatened a general strike because of the presence of Mr. Jenna, a member of the Brownell-Mason Company at Fitchburg, who appeared with a helper to perform so much of the plumbing as had been sublet to that company by the general contractor.

For several days negotiations wavered; provisional agreements were misunderstood or abandoned until no point could be discovered by the parties on which to erect a compromise. The company withdrew from the Shirley school work; union men completed all the jobs they had undertaken and finally dispersed, leaving no union man upon the school building.

At last the company finding the way clear appeared with nonunion men to perform its plumbing contract.

SHOE MANUFACTURERS — BROCKTON.

On May 3 the following decision was rendered: —

In the matter of the joint applications for arbitration of controversies between Churchill & Alden Company, shoe manufacturer of Brockton, and finishers. (33, 34)

Having considered said applications and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Churchill & Alden Company at Brockton, per 24 pair, for

scouring bottoms, with pinwheel and Naumkeag attachment, as the work is there performed: in the Ralston Factory, 18 cents; in the Farnum Factory, 17 cents.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

In the matter of the joint applications for arbitration of controversies between George E. Keith Company, shoe manufacturer of Brockton, and finishers in Factories Nos. 1 and 3. (44, 45)

Having considered said applications and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices shall be paid by George E. Keith Company at Brockton for the work as there performed: —

	Per 24 Pair.
Scouring bottoms, with pinwheel and Naumkeag attachment: —	
Factory No. 1 (waterproof and elk excepted): —	
Pink-tagged,	$0 19
Blue, or white tagged,	18
Factory No. 3,	18

By the Board,
BERNARD F. SUPPLE, *Secretary.*

In the matter of the joint application for arbitration of a controversy between Stacy Adams Company, shoe manufacturer of Brockton, and finishers. (51)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 19 cents per 24 pair shall be paid by Stacy Adams Company at Brockton for scouring bottoms, with pinwheel and Naumkeag attachment, as the work is there performed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

In the matter of joint applications for arbitration of controversy of Condon Brothers & Co., Kelly Buckley Company and George H. Snow Company, shoe manufacturers of Brockton, and finishers. (35, 47, 52)

Having considered said applications and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 17 cents per 24 pair shall be paid by Conlon Brothers & Co., Kelly Buckley Company and George H. Snow Company at Brockton to their respective employees for scouring bottoms, with pinwheel and Naumkeag attachment, as the work is there performed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

E. E. TAYLOR COMPANY — BROCKTON.

On May 3 the following decisions were rendered: —

In the matter of the joint application for arbitration of a controversy between E. E. Taylor Company, shoe manufacturer of Brockton, and finishers. (53)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 14 cents per 24 pair be paid by E. E. Taylor Company at Brockton for scouring foreparts and shanks and smoothing top-pieces, as the work is there performed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

In the matter of the joint application for arbitration of a controversy between E. E. Taylor Company, shoe manufacturer of Brockton, and firemen. (88)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-

matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that $21 per week be paid by E. E. Taylor Company at Brockton to stationary firemen for work as there performed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

W. L. DOUGLAS SHOE COMPANY — BROCKTON.

On May 3 the following decision was rendered: —

In the matter of the joint applications for arbitration of controversies between the W. L. Douglas Shoe Company of Brockton and finishers in Factories Nos. 1, 2 and 3. (38, 39, 40)

Having considered said applications and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by the W. L. Douglas Shoe Company at Brockton, per 24 pair, for scouring bottoms, with pinwheel and Naumkeag attachment, as the work is there performed: in Factory No. 1, 18 cents; in Factory No. 2, 17 cents; in Factory No. 3, 13½ cents.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

DIAMOND SHOE COMPANY — BROCKTON.

On May 3 the following decision was rendered: —

In the matter of the joint applications for arbitration of controversies between the Diamond Shoe Company of Brockton and finishers in Factories Nos. 1 and 3. (36, 37)

Having considered said applications and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change

in the price paid by the Diamond Shoe Company at Brockton in Factory No. 1 for scouring bottoms with the Haverhill attachment; that 15 cents per 24 pair be paid in Factory No. 3 for scouring bottoms with pinwheel and Naumkeag attachment, as the work is there performed.

By the Board,

Bernard F. Supple, *Secretary.*

BION F. REYNOLDS — BROCKTON.

The following decision was rendered on May 3: —

In the matter of the joint application for arbitration of a controversy between Bion F. Reynolds, shoe manufacturer of Brockton, and finishers. (65)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that $3.30 per 9 hours be paid by Bion F. Reynolds at Brockton for scouring bottoms, with pinwheel and Naumkeag attachment, as the work is there performed.

By the Board,

Bernard F. Supple, *Secretary.*

REGAL SHOE COMPANY — WHITMAN.

On May 3 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between the Regal Shoe Company of Whitman and employees. (378)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board is of opinion that the agreement of December 22, 1916, entered into by the parties, has been complied with

by the employer except that the product of the Unit Factory, so called, is superior to the shoe known in the Brockton district as the third-grade shoe.

The Board recommends that the industry as established in the Standard Factory and in the Unit Factory be continued; that the employer and the employees confer and by agreement establish prices for the work as performed in the Unit Factory fairly comparable with the prices paid for such work in the Brockton district.

By the Board,

Bernard F. Supple, *Secretary.*

T. D. BARRY COMPANY, BROCKTON CO-OPERATIVE BOOT & SHOE COMPANY, CHARLES A. EATON COMPANY, FRED F. FIELD COMPANY, HOWARD & FOSTER COMPANY, PRESTON B. KEITH SHOE COMPANY, A. E. LITTLE COMPANY, C. S. MARSHALL COMPANY, M. A. PACKARD COMPANY, THOMPSON BROTHERS, WHITMAN & KEITH COMPANY, GEORGE E. KEITH COMPANY, STACY ADAMS COMPANY, CONDON BROTHERS & CO., KELLY BUCKLEY COMPANY, GEORGE H. SNOW COMPANY — BROCKTON.

On May 3 the following decisions were rendered: —

In the matter of the joint applications for arbitration of controversies between T. D. Barry Company, shoe manufacturer of Brockton, and finishers in Factories Nos. 1 and 2. (30, 31)

Having considered said applications and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by T. D. Barry Company at Brockton, per 24 pair, for scouring bottoms, with pinwheel and Naumkeag attachment: in Factory No. 1, 18 cents; in Factory No. 2, 17 cents; for the work as there performed.

By the Board,

Bernard F. Supple, *Secretary.*

In the matter of the joint applications for arbitration of controversies between Brockton Co-operative Boot and Shoe Company, Charles A. Eaton Company, Fred F. Field Company, Howard & Foster Company, Preston B. Keith Shoe Company, A. E. Little Company, C. S. Marshall Company, M. A. Packard Company, Thompson Brothers and Whitman & Keith Company, and finishers. (32, 41–43, 46, 48–50, 54, 55)

Having considered said applications and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 18 cents per 24 pair be paid by the above-named employers at Brockton to their respective employees for scouring bottoms, with pinwheel and Naumkeag attachment, as the work is there performed.

By the Board,

Bernard F. Supple, *Secretary.*

EMERSON SHOE COMPANY — ROCKLAND.

The following decision was rendered on May 7: —

In the matter of the joint application for arbitration of a controversy between the Emerson Shoe Company of Rockland and finishers. (380)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the Emerson Shoe Company at Rockland shall pay the following prices for work as there performed, on 12 pair of shoes: —

	Color-tagged.	White-tagged.	Boys' and Youths'.
Blacking: —			
Shank, top-piece and breast,	$0 04	$0 03½	$0 03
Shank, top-piece and breast, S cut,	04	03½	03
Full bottom, top-piece and breast,	04	03½	03
Top-piece and breast,	02	02	01½
Breast only (white bottom and top-piece),	02	02	01½
Shank only,	03	02½	02
Side stripes: —			
Long panel (two sides),	09	08	07
Square panel (one side),	02½	02	02
Gray or blue shank with breast, painted once,	03½	03½	03½
Striping: —			
Russets, and wiping edges,	02	02	01½
Russet top-piece,	02½	02¼	02
Forepart, black shoes,	01½	01½	01¼
Top-piece, black shoes,	02	02	01½
Staining: —			
Brown bottom and breast, two coats (full bottom, no top-piece).	09½	09	07
Brown forepart (two coats),	07½	07	06
Top-piece, brown stain and brushing,	02	02	01½
Shank and breast and brushing,	05	04½	03½
Shank and breast, moulded soles,	05	04½	03½
Wide-panel shank and brushing,	09	08	07
Blacking dull black forepart,	04	04	03
Cleaning viscol soles,	04½	04	03
Dusting black bottom,	01	01	01
Staining one-panel shank,	04½	04	03
Faking: —			
Bottom, including top-piece, and scraping slugs.	11½	11	08
Top-piece and cleaning slugs,	02½	02½	02
Shank,	05	04	03½
Rivet shank,	07	06½	05½
Polishing: —			
Full brown bottom, including brown top-piece.	10½	10	07
Forepart,	03½	03½	03
Top-piece,	02	01¾	01½
Full bottom, no top-piece,	09	08	06

	Color-tagged.	White-tagged.	Boys' and Youths'.
Waxing and brushing: —			
White bottom, no top-piece,	$0 03½	$0 03½	$0 03
White forepart,	03	03	02½
Wheeling: —			
Sides of shank and bird's-eye,	04	03½	03
Across cut,	01½	01½	01¼
Breast,	01½	01½	01¼
Bleaching: —			
Bottom, including top-piece,	02½	02½	02
Bottom, no top-piece,	02	02	01¾
Forepart,	01¾	01¾	01½
Top-piece,	01	01	01
Painting: —			
Full bottom, no top-piece and brushing,	05	04½	03½
Forepart and brushing,	04	01½	03
Top-piece and brushing,	02	01¾	01½
Gumming: —			
Full bottom, no top-piece,	05	05	04
Forepart,	03½	03½	03
White top-piece,	02½	02	01¾
Dyeing heels,	01	01	01
Blacking or staining heel and rand (machine),	01¼	01¼	01⅛
Beading: —			
Side of heel,	01½	01½	01½
All around heels, side and top-piece,	03	03	02½
Blacking top-piece only (by agreement),	01	01	01
Scouring: —			
Top-piece,	03	03	02¾
Bottom,	07½	07	06

Scouring bottom: —
Moulded sole, ... Price and one-half.
Rivet shank, ... No extra.
Samples and single pairs, ... Price and one-half.

Per day: —
Painting, gumming, faking, polishing and staining, ... $3 00
Blacking, striping; white heels, edge and bottom, ... 2 25

By the Board,
BERNARD F. SUPPLE, *Secretary.*

C. S. MARSHALL COMPANY — BROCKTON.

A controversy in the finishing department of the C. S. Marshall Company, shoe manufacturer of Brockton, was submitted to the arbitration of this Board in a petition of the parties on May 14, but it was settled on May 19 by an agreement.

BOSTON & ALBANY RAILROAD.

In the first fortnight of May various strikes of mechanics took place in the repair shops and engine houses of the Boston & Albany Railroad in Massachusetts. Blacksmiths, machinists, boilermakers, helpers, carmen, repairers and inspectors thus asserted their purpose to secure attention to demands for an increase of 4 cents an hour in wage rates and for improved conditions of working. Shops in Boston, Somerville, Cambridge, Worcester, and ultimately West Springfield, were thus affected. About 18 per cent. of such workers struck, and only five men responded to the call at West Springfield.

The Board mediated and outlined to the parties the better way of composing such difficulties. The strike dissolved before the end of May, and the men returned to work as fast as places could be found for them in the railroad shops.

LABORERS — SPRINGFIELD.

On May 17 the Hon. Charles E. Stacey, mayor of Springfield, notified the Board of a threatened strike of common laborers. The Board went to Springfield and made prompt investigation. The union demanded $3 a day, a week of 44

hours, time and a half for overtime, and double time for Sunday and holiday work, and threatened a strike on the 21st of May if the contractors of Springfield did not comply with their demands before 5 o'clock on May 19. Twenty-five hundred common laborers were involved. The Board recommended that the parties get together and confer on the matters in dispute. Before the time appointed for the strike the following agreement was reached: —

1. Eight hours shall constitute a day's work; from 8 o'clock A.M. until noon, and from 1 o'clock P.M. until 5 o'clock P.M.

2. Time and one-half shall be paid for all overtime. Double time shall be paid for all work done on Sunday, and on any of the following holidays: New Year's Day, Memorial Day, Fourth of July, Thanksgiving and Christmas, or days celebrated as such. No work to be done on Labor Day.

3. The maximum and minimum rate of wages shall be $3 per day; that is to say, for 8 hours, day work, or at said rate for any fractional part of the day. It is further understood that under no circumstances will there be a demand made by the party of the second part for more than the $3 maximum rate, on party of the first part signing this agreement.

It is also agreed that under no circumstances will the representatives of the party of the second part take away from the party of the first part any men in their employ during the life of this contract for the benefit of other contractors.

4. Parties of the first and second parts pledge themselves to promote the mutual interest of both parties to this agreement for the purpose of establishing more friendly relations between the employer and the employee.

5. It is agreed that during the pendency of this agreement there shall be no lockouts on the part of the party of the first part, or strikes on the part of the party of the second part, but should any dispute arise between the parties hereto it shall be referred to arbitration, as follows: —

6. In case of any such misunderstanding which cannot be adjusted by the parties hereto themselves, such dispute shall be referred im-

mediately within five days to the State Board of Conciliation and Arbitration, and the decision of said Board shall be final and binding.

This agreement shall be in force and effect between the parties for a period of one year from the date hereof, and shall at the end of said period remain in force for a further period of one year, unless either of the parties hereto shall give notice in writing to the other of its intention to terminate the agreement, said notice to be given at least sixty days prior to the expiration of this agreement.

7. It is agreed that those persons signing this agreement on behalf of the respective parties hereto, and purporting to represent such parties, have sufficient and proper authority to sign this agreement and bind the respective parties hereto.

J. H. WINCHELL & CO., INC. — HAVERHILL.

On May 17 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between J. H. Winchell & Co., Inc., shoe manufacturer of Haverhill, and skivers. (93)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices shall be paid by J. H. Winchell & Co., Inc., at Haverhill, for work as there performed: —

	Per Week of 55 Hours.
Amazeen skiving: —	
Pressed work,	$17 00
Edging,	15 50
Fortuna or Pluna skiving (after three weeks' experience),	12 00

By agreement of the parties this decision shall take effect as of date of March 31, 1917.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

ARLINGTON MILLS — LAWRENCE.

Two hundred weavers in one of the Arlington Mills at Lawrence struck on May 25, being dissatisfied with the calculation of the wage scale, and claiming that the night operatives were paid for web woven by the day hands. Immediate measures were taken by the management to correct such error, if any, before all had left, but the exodus continued until the room was empty. The product was war material, and the government's order was threatened with serious delay. Another mill of the employer was soon involved.

The Board mediated between the parties and brought them into conference, which was adjourned from time to time. The items of labor were 82 points of controversy, and each of these was the subject of long debate. Agreement was reached on Saturday, June 2, and the weavers, then about 500 in number, returned on the following Monday, whereupon the management announced even better prices than were agreed upon.

In a few days dissatisfaction arose concerning the alleged way of computing wages. The weavers demanded a 10 per cent. increase, and received the following reply: —

To the Weavers of the Arlington Mills.

We have received the petition left by your committee on Saturday, June 10.

We are willing to have any pieces remeasured in the presence of the weaver, provided the request is made when the yardage ticket is returned to the weaver.

We will establish a filling carrier system as soon as possible, by which the filling will be brought to the looms and the empty bobbins taken away for all weavers.

These two points cover all your requests, with the exception of the one in which you ask for an advance of 10 per cent. in wages. We cannot make another advance at this time, as we have just made an advance in wages, and are now paying as much as any of our competitors. This demand is neither fair nor just under the circumstances, and it cannot be granted.

Your request, which has been in effect for only a little over a week, to be paid by yards and picks instead of by the piece, naturally has led to more or less confusion, but we are confident that a few weeks' trial will convince you that the present list is fair and liberal, and that under it you will earn as much money as you can on the same class of work in any mill in New England.

In connection with your threat to strike, your attention is called to the fact that a very large part of the cloth being woven in this mill is for the United States army and navy, and is urgently needed for their equipment. Persons responsible for action which will cause the stoppage of such work should bear in mind the serious consequences which may result both to the country and to themselves.

Arlington Mills,
John T. Mercer, *Agent.*

Lawrence, Mass., June 12, 1917.

The controversy in this phase passed under other influences. Some of the non-English speaking weavers mistook 10 per cent. for 10 cents, and rancor was developed between factions in explaining the difference. Speaking to 200 weavers in mass meeting, assembled on June 12 to consider whether to strike, the Board advised them to stay at work as good citizens, and follow the course of peaceful negotiation laid down in the labor law. The English-speaking, mostly women, accepted the advice and so voted; but the French Canadians and Poles, all men, carried the vote to strike, 83 in favor and 53 opposed. Accordingly, about 400 struck on June 13 at 9 o'clock in the forenoon. Of three weave rooms affected, all struck in one, all remained at work in another, and in the third room the divi-

sion was equal; about half of all the weavers affected were out on strike. Painstaking conferences were had on succeeding days, and some slight changes were made in the price-list in order to induce a clearer understanding. The management assured them that their condition would be materially improved by giving the new price-list a faithful trial. Confiding in that assurance all hands returned to work, and made no further difficulty.

QUABAUG RUBBER COMPANY — NORTH BROOKFIELD.

Owing to a recent adoption of piece prices instead of pay by the hour at 25 cents, a controversy arose with 40 workers in the mill room of the Quabaug Rubber Company at North Brookfield, which led to a lockout on May 22. The selectmen notified the Board on May 29.

The Board found the employer amenable to advice, and he stated that it would be easy to confer with him, who had been ever ready to meet any of the workers seeking an interview. New hands had been hired and the departments were filled. The employer expressed a willingness to reemploy any who might apply for work as soon as places could be found for them. On June 3 the men voted to remain out, but soon after all vestige of trouble disappeared. The new employees began to leave, and 10 or 12 old hands returned, though nearly 40 had obtained work in other quarters.

On December 20 the employer, having affirmed that his business was normal, and having satisfied the Board in that respect, was awarded the following certificate: —

In the matter of the application of the Quabaug Rubber Company of North Brookfield. (152)

This application, made to the Board under the Acts of 1914, chapter 347, as amended by General Acts of 1916, chapter 89, requests the Board to determine whether the business of the Quabaug Rubber Company is being carried on in the normal and usual manner and to the normal and usual extent.

Having considered said application and heard the petitioner (notice of hearing having been given to strikers and employees in the manner prescribed by law), the Board determines that the business of the Quabaug Rubber Company in North Brookfield, which is the manufacture of rubber goods, is being carried on in the normal and usual manner and to the normal and usual extent.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

AMERICAN PRINTING COMPANY — FALL RIVER.

In the last week of May a representative of organized labor gave notice of a threatened strike of members of the United Textile Workers of America employed as cloth printers, etc., at the works of the American Printing Company of Fall River. The men desired that work in excess of 54 hours weekly might be diminished, and, when necessary, compensated by an extra rate per hour. Through negotiation they had been conceded 10 per cent. increase, but were not satisfied. The employer was obliged to pay Fall River prices for labor, and sell his goods in competition with print manufacturers throughout the country who paid less for their labor.

The Board interposed with a view to averting the strike, and gave fitting advice. The intention to strike on May 25 was abandoned.

W. & V. O. KIMBALL — HAVERHILL.

On May 31 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between W. & V. O. Kimball, shoe manufacturers of Haverhill, and heel-scourers. (111)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by W. & V. O. Kimball at Haverhill for the work as there performed: —

	Per Twelve Pair.	
	Goodyear.	McKay.
Rough-scouring heels, three-paper work: —		
First and second papers: —		
Regular work,	$0 04½	$0 03½
Half rubber and half leather,	05	04
Orthopedic,	05	04
Fine-scouring heels, third paper: —		
Regular work,	02	02
Half rubber and half leather,	02½	02½
Orthopedic,	02½	02½

By the Board,
Bernard F. Supple, *Secretary.*

T. D. BARRY COMPANY, CHURCHILL & ALDEN COMPANY, DIAMOND SHOE COMPANY, GEORGE E. KEITH COMPANY, M. A. PACKARD COMPANY, E. E. TAYLOR COMPANY — BROCKTON.

The following decisions were rendered on May 31: —

In the matter of the joint applications for arbitration of a controversy between T. D. Barry Company, Churchill & Alden Company, Diamond Shoe Company, George E. Keith Company, M. A. Packard Company and E. E. Taylor Company of Brockton, and employees. (112–116, 118)

Having considered said applications and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that $2.20 per day of 9 hours be paid for patent-leather repairing by T. D. Barry Company, Churchill & Alden Company, Diamond Shoe Company, George E. Keith Company, M. A. Packard Company and E. E. Taylor Company, at Brockton, for the work as there performed.

By the Board,

Bernard F. Supple, *Secretary.*

In the matter of the joint applications for arbitration of a controversy between George E. Keith Company, M. A. Packard Company and E. E. Taylor Company, of Brockton, and employees. (119–121)

Having considered said applications and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that $2.20 per day of 9 hours be paid for marking cartons by machine by George E. Keith Company, M. A. Packard Company and E. E. Taylor Company, at Brockton, for the work as there performed.

By the Board,

Bernard F. Supple, *Secretary.*

GEORGE H. SNOW COMPANY — BROCKTON.

An application grouped with the foregoing, alleging a like controversy in the repairing department of George H. Snow Company (117), was dismissed at the hearing for the reason that the work in question had been abandoned.

J. A. ALLARD, DOMESTIC ENGINEERING COMPANY, OLDHAM & RANAHAN, G. C. WINTER — SOUTHBRIDGE.

Plumbers of Southbridge receiving $3 a day struck on June 1 for $4.50 a day. There had been a controversy on pay and hours; the employers had given their last word on February 19, and refused to confer further. The Board advised both parties. On June 7 an agreement was reached.

REGAL SHOE COMPANY — WHITMAN.

On June 5 the following decisions were rendered: —

In the matter of the joint application for arbitration of a controversy between the Regal Shoe Company of Whitman and employees. (92)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by the Regal Shoe Company at Whitman in its Standard Factory for the work as there performed: —

Cutting lifts, cementing and building heels by Alsop machine: —	Per 100 Pair.
Four-eighths,	$1 00
Five-eighths,	1 05
Six-eighths,	1 10
Seven-eighths,	1 15

By the Board,
BERNARD F. SUPPLE, *Secretary.*

In the matter of the joint application for arbitration of a controversy between the Regal Shoe Company of Whitman and employees. (95)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by the Regal Shoe Company at Whitman in its Standard Factory for the work as there performed: —

	Per 24 Pair.
Pulling side and insole tacks and removing toe wires,	$0 09
Trimming innerseams by machine,	08
Butting welts,	044

By the Board,
BERNARD F. SUPPLE, *Secretary.*

LEWIS A. CROSSETT, INC. — ABINGTON.

On June 5 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Lewis A. Crossett, Inc., shoe manufacturer of Abington, and employees. (138)

Having considered said application, and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 12 cents per 12 pair shall be paid by Lewis A. Crossett, Inc., at Abington for cementing and fitting linings to tops, as the work is there performed, and that there shall be no change in price paid per hour.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

WHITE STAR LAUNDRY COMPANY, EMPIRE LAUNDRY COMPANY — BROCKTON.

The following decision was rendered on June 14: —

In the matter of the joint application for arbitration of a controversy between the White Star Laundry Company and the Empire Laundry Company of Brockton, and employees. (128)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards to beginners $7 per week for the first four weeks and thereafter $8 per week; to those now receiving $8, or less than $9, per week, an increase of 10 per cent.; and to those now receiving $9, or more than $9, per week, an increase of 5 per cent.

The agreement between the parties shall be as follows: —

Article 1. — Nine hours shall constitute a day's work except on Saturday. Holiday weeks otherwise provided for. Changes in this article to be made only by agreement with the agent of the local union.

Article 2. — Members of local union No. 64 shall report at work at 7 A.M. and stop work at 12 M., with one hour off for dinner; and start work at 1 P.M. and stop work at 5 P.M. except on Mondays and Saturdays. Members shall report Mondays at 8 A.M. and stop work at 12 M., with one hour for dinner, and start at 1 P.M. and stop work at 6 P.M.

Article 3. — All members of local union No. 64 shall work only half a day Saturday, when they shall report at 7 A.M. and stop work at 12 M. All work done Saturday afternoon shall be paid for at the rate of double time.

Article 4. — All overtime shall be paid for at the rate of double time.

Article 5. — The holidays recognized in this agreement are all legal holidays. Holiday work to be paid for at the rate of double time, and under no circumstances shall a member be compelled to work Labor Day.

Article 6. — The employers agree to give preference, when hiring help, to members of local union No. 64 in good standing. When in need of employees the employers are to notify the business agent; if he is unable to supply persons satisfactory to the employers, the employers may then hire persons who are not members of local union No. 64, provided such persons become members of the local union at the next regular meeting.

Article 7. — No member of local union No. 64 working on job shall be allowed to hire or discharge help.

Article 8. — In case of necessity extra hands may be hired to help out at $1.50 per day, in case this does not conflict with the regular hands.

Article 9. — One apprentice to be allowed for every twenty hands, apprenticeship to last four weeks. This article does not apply to the wash room.

Article 10. — In holiday weeks no work to and including 45 hours shall be considered as overtime; all work in excess of 45 hours in holiday weeks shall be considered as overtime and paid for at the rate of double time. Not more than nine hours shall be worked on Mondays in holiday weeks.

Article 11. — Should either party desire to alter, amend or annul this agreement, they shall give a written notice thereof and submit a copy of all proposed changes at least thirty days prior to May 14, 1918. Should the parties fail to agree on prices or conditions, the matter in dispute shall be submitted to the State Board of Arbitration, whose decision shall be final.

Article 12. — The employers agree not to discriminate against any member of local union No. 64 when in the performance of his duty as steward or otherwise in the performance of his union duties. The union also agrees to abide by the agreement with the employers and that there shall be no strike while this agreement is in force. The employers agree that there shall be no lockout.

This decision shall take effect as of date of May 14, 1917.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

STAPLES COAL COMPANY, BOWEN COAL COMPANY, BOWENVILLE COAL COMPANY, ATWATER COAL COMPANY — FALL RIVER.

On June 14 coal drivers of Fall River notified the Staples Coal Company, Bowen Coal Company, Bowenville Coal Company and the Atwater Coal Company of a desire for a Saturday half holiday. No response having been received, 75 men quit work on the 16th at 12 o'clock. The Atwater Coal Company consented to the demands, but no definite statement of details was formulated. On June 20 the Board interposed, and having communicated with both parties arranged a conference at City Hall. The points of controversy were concerning a Saturday half holiday throughout the year, ten hour day for the first five days of the week and pay for overtime at the rate of 35 cents an hour. A good understanding was effected with the Bowenville Coal Com-

pany and team drivers. The Staples Coal Company withdrew from the conference without saying what it would or would not do. The representative of the Bowen Coal Company stated that he was not authorized to conclude a settlement. On July 4 it was reported that the strike had come to an end. Agitation has not been renewed since then.

SEARS, ROEBUCK COMPANY — NEWBURYPORT.

In the factory of Sears, Roebuck Company, shoe manufacturers at Newburyport, 250 employees struck on June 12 to enforce their preference for a weekly wage over a piecework scale of prices. On the 14th the strikers were paid off and discharged, the company saying that it was determined to give the piecework system a trial. The Board communicated with both parties on June 22. The employer stated his intention to remain closed until July 9, when he would reopen the factory to all who desired to return to work, and if these were too few he would close the factory again, and if the people of Newburyport did not wish to work for the company the factory would move to some other place. On July 9 the factory was reopened. A sufficient number of employees appeared, and the factory remained open. The company experienced no further difficulty.

THE GAMEWELL FIRE ALARM TELEGRAPH COMPANY — NEWTON.

Two hundred and fifty munitions workers, working by the hour for the Gamewell Fire Alarm Telegraph Company at Newton Lower Falls at $3, $4 and $5 a day, went out on

strike on June 15 for higher wages. The Board interposed and discovered that negotiations were on foot, and in case of failure the parties were willing to leave the matters in dispute to this Board. On the 20th all hands returned to work. A reduction of time from 50 to 48 hours a week, and an increase of practically 10 per cent., had been granted.

BOSTON & MAINE RAILROAD — BILLERICA.

A strike of boilermakers in the employ of the Boston & Maine Railroad occurred at Billerica on the twenty-second day of June. Three hundred boilermakers and their helpers were involved. The danger of a general strike involving 2,000 prompted the Board to offer its services to both parties. The cause of the strike was an obnoxious foreman, accused of driving the men too hard. On the second day of the strike the parties met and came to an agreement. The foreman was placed in another field of activity and the strikers returned to work.

SACO-LOWELL SHOPS — NEWTON.

More than 150 snaggers and moulders in the foundry of the Saco-Lowell Shops at Newton Upper Falls went on strike on June 26 when their demand for an increase in pay was denied by the company. This Board mediated between the parties on June 26, 27 and 28. The employer stated that he would add no further concessions to those already made. In the machinists' department, which had chosen to conduct a peaceful negotiation without a strike or threat, a settle-

ment was reached amounting to a 10 per cent. increase. In this instance the snaggers and moulders demanded what was practically a 20 per cent. increase, and the employer saw no reason for discriminating so greatly in their favor. The employees were obdurate. The company was willing to pay a 10 per cent. increase. The strikers began to weaken and the strike went to pieces in a few days. On June 11 the company reported that all were back to work at a 10 per cent. increase.

BERKSHIRE STREET RAILWAY COMPANY — PITTSFIELD.

Trolleymen employed by the Berkshire Street Railway Company at Pittsfield voted on June 25 to go out on strike at some time to be determined later, and it was soon known that the strike was intended to occur on Friday, the 29th. Four hundred and fifty trolleymen were involved. The company asked for a conference, to which the union consented and delayed the strike. The Board investigated and learned that they had conferred on the question of settlement several times. The chief matter in dispute was a demand for increased wages. The company declined for the reason, as it alleged, that it could not afford it. The parties met on July 3 and remained in communication for several days. The company made several concessions which the employees were slow to consider. The Board offered its services as mediator and gave suitable advice. The employer expressed a desire for arbitration in case the negotiations pending should fail. Finally, on July 6 they voted to accept an offer of 7 per cent. increase for motormen and conductors, and 7½ per cent. for other employees engaged in sundry

performances. On July 11 the agreement was reduced to writing and duly signed by both parties, to remain in effect for one year.

CHARLES A. EATON COMPANY — BROCKTON.

On June 28 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Charles A. Eaton Company, shoe manufacturer of Brockton, and finishers. (134)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards the following prices to be paid by Charles A. Eaton Company at Brockton for the work as there performed: —

	Per Day of 9 Hours.
Blacking heels,	$2 20
Blacking, staining and striping,	2 43
Finishing heels,	3 75
Polishing bottoms,	3 75

By the Board,
BERNARD F. SUPPLE, *Secretary.*

REGAL SHOE COMPANY — WHITMAN.

On June 28 the following decision was rendered: —

In the matter of the joint applications for arbitration of a controversy between the Regal Shoe Company of Whitman and lasters. (351, 19)

Having considered said applications and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there shall be no

change in the prices paid by the Regal Shoe Company in its Unit Factory at Whitman for lasting boys', youths', and little gents' shoes on the No. 5 bed machine, except to pay 27½ cents per 12 pair of boys' colored leather shoes (sizes 2½ to 5½); and the following prices for lasting men's shoes on the No. 5 bed machine, as the work is there performed. This decision shall take effect, by agreement of the parties, as of date of July 1, 1916.

	Per Twelve Pair.	
	With Box.	No Box.
Calf, box calf, vici, kangaroo, velours and like leathers, including black canvas and substitutes.	$0 38	$0 36
Patent leathers,	42	40
Colored leathers, except colored kid,	42	40
Colored kid,	40	38
White and colored canvas or buck,	42	40

By the Board,
Bernard F. Supple, *Secretary.*

FRAMINGHAM SHOE COMPANY — FRAMINGHAM.

The following decision was rendered on June 28: —

In the matter of the joint application for arbitration of a controversy between the Framingham Shoe Company of Framingham and cutters. (150)

By agreement the maximum pay of cutters was $24; since April 6, 1917, the pay for cutting Belgian shoes when reckoned at rates fixed by the award of that date sometimes exceeded $24.

Said application submits a controversy "as to what bearing that decision has on the $24 limit for the cutters" on the Belgian shoe.

Having considered said application, heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, and considered the said agreement and the said award of April 6, 1917, the Board rules

that the Framingham Shoe Company shall pay said cutters the amounts earned by them as calculated by the Board's award of April 6, 1917, which applies to Belgian shoes only and contemplates no reduction.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

BOSTON, REVERE BEACH & LYNN RAILROAD.

Questions of classifying employees, of promotion, of seniority, etc., were the subject of discussion between employer and employed, throughout the month of July. The Board mediated on July 2 in order to verify rumor of impending strike. There were conferences in the presence of the Board on the 3d, 5th and 9th, and again on the 24th and 25th, when agreement was reached and filed with the Board. There was no break in friendly relations.

C. S. MARSHALL COMPANY — BROCKTON.

The following decision was rendered on July 2: —

In the matter of the joint application for arbitration of a controversy between C. S. Marshall Company, shoe manufacturer of Brockton, and employees in the vamping department. (142)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by C. S. Marshall Company at Brockton for the work as there performed: —

Vamping bals: —	Per 24 Pair.
Master, 1-needle, 2 rows,	$0 66
City, 1-needle, close, 2 rows,	704
City, 2-needle, 2 rows, one operation,	572
College, 1-needle, 2 rows,	748
College, 1-needle, 3 rows,	1 012
College, 2-needle, 2 rows, one operation,	616

By the Board,
BERNARD F. SUPPLE, *Secretary.*

W. L. DOUGLAS SHOE COMPANY — BROCKTON.

A controversy having arisen between the W. L. Douglas Shoe Company and its stationary firemen and coal passers, the dispute was brought to the attention of this Board in a formal application signed by W. L. Johnston as agent of the men in question in the following terms: —

The controversy, concisely stated, is that in this factory the wages established by the Board under the existing schedule of hours as stated in the awards of August 24 and December 21 are, for firemen, $21, and for coal passers, $17.50. Through no fault of the employees one fireman and one coal passer were laid off for a considerable part of a week, and a proportionate amount of the established wage was deducted, wrongfully, the employees say, since the award established a wage per week according to evidence, and not by the hour or day, and rightfully, the employer says, under another interpretation of the award.

The question submitted to the Board was, "What ought to be done or submitted to by either party, or both, to adjust the dispute?"

The employer, in response to inquiries, expressed a desire to settle the dispute by negotiating an agreement rather than contend in such a matter before arbitrators. A conference of

parties was had on July 3, but no agreement was reached. On July 10 the following letter was sent, and nothing further was heard of the difficulty: —

Mr. William L. Johnston, *31 Addison Street, Brockton, Mass.*

Dear Sir: — In reply to your communication of June 16, asking the Board to recommend what ought to be done or submitted to by either party, or both, to adjust a dispute between the W. L. Douglas Shoe Company and stationary firemen and coal passers in its employ, the Board finds the employer was not bound to pay for the days during which the employees were laid off.

Yours respectfully,
Bernard F. Supple, *Secretary.*

AMERICAN PRINTING COMPANY — FALL RIVER.

A strike on July 9 of operators of cloth-printing machines, receiving from $20 to $43 a week, and demanding "flat prices" ranging from $32 to $35 instead, was the subject of the Board's inquiries. Twenty-eight skilled printers and 12 apprentices were directly interested. They were provisionally attached to a national union which was unfriendly to the United Textile Workers of America. These independent strikers confidently expected the company's unconditional surrender until they found their places filled with new hands.

Meanwhile the members of the United Textile Workers, rendered idle by the strike, resolved to demand a 10 per cent. increase as a condition of returning to work. Conferring with the employer, they learned that present prices would not be changed out of season; that when the six months' term of the uncompleted existing agreement should arrive, the management would consider their demand for a

10 per cent. increase. They were reminded that the United Textile Workers of America were required to respect their agreement quite as much by reason of their membership in the American Federation of Labor as because of the dictates of fair play. These reasons were conclusive. They immediately returned to work. Soon after that, the six months' term having expired, a new agreement was negotiated whereby they were granted a 12½ per cent. increase.

THE FIBERLOID COMPANY — SPRINGFIELD.

A notice of strike of employees of the Fiberloid Company of Springfield was the object of the Board's attention on July 11. It appeared that the parties had entered into negotiation which subsequently led to an agreement.

MERRIMACK MANUFACTURING COMPANY — LOWELL.

One hundred and fifty men of the Merrimack Manufacturing Company at Lowell left their work in the cloth room on July 12, declared a strike and announced their intention to remain out until their demands for an increase of 15 per cent. in wages for work performed within hours, and 50 per cent. for overtime work, were granted. The parties met several times in the hope of a settlement. The strike did not attract the attention of the public until notice was received from the mayor on July 25. The Board immediately communicated with both parties, and on July 30 announced to the men that it would seem that no agreement could be effected on any other terms than those laid

down by the agent of the mill, for the reason, as stated by him, that he had all the employees that he needed in the department; business was slack and skilled help was not required. His attitude was the same as stated in the following letter of July 12: —

To the Committee of Strikers.

Answering your petition under date of July 12, demanding an increase of 15 per cent. in wages and to be paid for overtime at the rate of one and one-half hours for each hour worked, and also that all strikers be given their places on their return: —

As stated to you at the time of your leaving the mill, by the superintendent, no advance of wages can be granted to you at this time; also overtime at the rate of one and one-half hours for each hour's work cannot be granted. You were told as regards overtime that you need not work it, so this apparently disposes of this demand. As regards taking back of strikers, this will depend entirely upon how long you stay out and how many places there are vacant.

It is very evident, considering your demands, that you have entirely forgotten the generous treatment given you by this company. In a little over a year's time there have been four *voluntary* increases of wages amounting in total to over 48 per cent. We have considered our Greeks, as a class, very loyal employees. Your large subscription to the Liberty Bonds and generous donation to the Red Cross indicated that you were also patriotic. Your hasty act in striking, however, cannot be viewed other than unpatriotic, as this company is engaged in government work. We do not believe you wish to be judged wrongly, and think that after due consideration you will come back quietly to your places before any attempt is made to fill them. We consider that you have always been used fairly by us, and you should not insist upon an advance of wages at this time.

Yours truly,

J. C. Wadleigh, *Agent.*

Many of the employees found work in other places and the difficulty passed from notice.

REGAL SHOE COMPANY — WHITMAN.

On July 20 the following decision was rendered: —

In the matter of the joint applications for arbitration of a controversy between the Regal Shoe Company and employees in its Unit Factory at Whitman. (348, 349)

Having considered said applications and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that $4\frac{1}{2}$ cents shall be paid by the Regal Shoe Company in its Unit Factory at Whitman for pegging by machine the top-pieces of 12 pair, and that the price shall take effect, by agreement of the parties, as of date November 8, 1916.

The Board also awards that the Regal Shoe Company shall pay in its Unit Factory at Whitman $4\frac{1}{2}$ cents for slugging one row or less, and $2\frac{3}{4}$ cents for burnishing stitches for work as there performed on 12 pair and that these prices shall take effect from July 30, 1917.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

W. L. DOUGLAS SHOE COMPANY — BROCKTON.

On July 24 the following decision was rendered: —

In the matter of the joint applications for arbitration of a controversy between W. L. Douglas Shoe Company of Brockton and employees. (153, 155)

Having considered said applications and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there shall be no change in the price paid by W. L. Douglas Shoe Company at Brockton for creasing vamps, and that said company shall pay 27 cents per hour for trucking, as such work is there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

E. E. TAYLOR COMPANY — BROCKTON.

On July 24 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between E. E. Taylor Company, shoe manufacturer of Brockton, and vamp-creasers. (154)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there shall be no change in the price paid by E. E. Taylor Company at Brockton for creasing vamps.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

SHOE MANUFACTURERS — LYNN.

On July 23 the Board issued the following report: —

In the matter of the controversy in the Shoe Industry at Lynn.

On April 18 certain manufacturers of shoes in the city of Lynn closed their factories because of unsatisfactory conditions, and have not since reopened them. After the adjournment of a public hearing, held in Lynn on June 7, the Board arranged conferences between counsel of the parties. These conferences advanced the understanding between the parties to the extent that a joint committee of members of the United Shoe Workers of America and of representatives of the Allied Shoe Workers met a committee of the manufacturers and endeavored to construct a working agreement. The parties were materially assisted in these conferences by the municipal authorities, the Lynn Chamber of Commerce and other civic-spirited citizens. Subsequently the parties announced that they were unable to compose their differences.

Having consulted the parties daily from the 16th to the 21st of July, the Board finds that all matters of difference between them can be harmonized except the wages to be paid upon the reopening of the

factories. It therefore becomes the duty of the Board, pursuant to statute, "to advise the respective parties what ought to be done or submitted to by either or both to adjust said controversy."

The Board recommends that the parties enter into an agreement for a term of three years, and thereafter at the pleasure of the parties; that during the life of such agreement there shall be no lockout or strike; that any disputes not otherwise adjusted shall be submitted to the arbitration of this Board; that pertinent evidence be submitted from localities wherever obtained; that the factories be reopened as soon as may be and the employers pay the prices of April 18, including the so-called bonus, wherever paid; that the prices so paid be considered as "paid on account;" that any changes in prices resulting from readjustment of controversies by agreement of the parties or by arbitration shall take effect from the time the employees return to work.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

Prior to the publication of the foregoing the Board had been for four months in daily communication with the parties, suggesting or assisting in the maturing of peace plans. The employers stated that they had not shut down their factories as a mere experiment, but because of inevitable necessity. The employees regarded the shutdown as a hostile act that lacked provocation, and that submission would involve the dissolution of their unions. The contest was destined to last two months longer before the factories reopened, and after that four months elapsed before the controversy was settled definitely.

Disappointment and apprehension ensued; the opinions of unemployed thousands were shaken; simple propositions were magnified into insoluble problems; the resolute began to doubt and the doubtful to seek other employment. The Board addressed itself to the task of improving an obvious desire for peace, and with patient persistency solicited the

influence of those who still might sway their associates in regulating the common interests of employer and employed. The progress made already assured success when the venue was changed and the matter passed into the hands of the executive manager of the Massachusetts Committee on Public Safety, representing the executive powers of both the State and the Nation in emergencies arising from or contributing to the difficulties of war. His offer and the workers' submission were as follows: —

Lynn, Mass., Sept. 19, 1917.

If the following conditions and recommendations are accepted by the representatives of the United Shoe Workers of America, the Allied Shoe Workers' Union and the representatives of the Lynn Shoe Manufacturers' Association, Inc., I will agree to act as arbitrator: —

1. Employees to return to work on Monday, September 24, 1917.

2. Employees to receive same wages as paid on April 18, 1917, plus the bonus of 10 per cent. where paid on that date.

3. Labor unions and manufacturers to enter into an agreement properly signed that there shall be no lockout or strike for three years from this date.

4. Any differences which may arise during the life of this agreement shall be considered by a committee appointed by the joint shoe unions with a committee representing the Manufacturers' Association, and every effort shall be made to adjust the differences. Failing to agree the differences shall be submitted to the State Board of Conciliation and Arbitration, and pertinent evidence may be submitted from localities wherever obtained, both sides agreeing that the decision of the State Board of Conciliation and Arbitration shall be final.

5. That there shall be no discrimination shown by either side because of any activities taken by organizations or individuals in this or past controversies.

With these conditions met I will arbitrate the pending prices, and my decision shall be final and accepted by all parties, my findings to be retroactive to the date the men return to work.

We, the undersigned, all parties to the above agreement, hereby

affix our signatures agreeing to abide by the conditions herein contained.

Witness our hand and common seal this nineteenth day of September, 1917.

For the United Shoe Workers of America,
Stephen M. Walsh.
John R. Oldham.
Charles O. Whidden.
John T. Clancy.

For the Allied Shoe Workers' Union,
By John E. Wilson.
Frank J. McDermott.
Norman L. Kelley, *Secretary.*

Lynn Shoe Manufacturers' Association, Inc.
By H. M. Read, *President.*
Charles F. Cotter.
A. M. Creighton.
Frank A. Donahue.
Augustus A. Hennessey.
Geo. W. Gage, *Secretary.*

As requested by all the above parties, I accept and agree to arbitrate.
H. B. Endicott.

Mr. Endicott's initial offer thus grew by subscription of the parties into a formal resumption of peaceful relations. It became a three-year trade agreement which, in the above stipulations, numbered 3 and 4, renounced for the future all hostile expedients and substituted therefor negotiation and arbitration by the State Board. The document was, moreover, for the occasion, a joint application for the arbitration of Mr. Endicott concerning "the single and precise question of pending prices." On the next Monday following, which was September 24, the factories were opened and the operatives returned to work.

The award of Mr. Endicott, which by agreement of the parties was to take effect from September 24, in the matter of the prices in dispute during the shutdown, was made public on February 7, 1918, as follows: —

The various "locals" have submitted to me very long, elaborate and detailed lists of prices now in force, covering hundreds of various operations and "extras," with requests and arguments for the increase of these various items, or most of them, by from 10 to (in some cases) 40 to 50 per cent. If by granting such requests I could fill the Lynn shops with steady work I would gladly do anything in my power in this direction. Such, however, would be impossible. I am fully satisfied, after careful study, that the great body of the present wage bases could not, in any fairness whatever, be now raised.

The case before me shows many instances of employees, in operations requiring no great training or skill, drawing wages (on the basis of present list prices) at rates of from $140 to $200 a month. No manufacturer in the world can keep his factory going "steady" under any such conditions, which are demoralizing to the employee who receives a wage he does not merit, to the more skilled employee whose real merit is not correspondingly compensated, and to the employer who has to compete with other shoe manufacturers.

I think that the female operatives in the packing room are perhaps receiving a low wage, at least proportionately; and I think the same may be said of the "table work," so called, in the stitching room. I award to such female packing room employees and to the female table work employees another 10 per cent. of their respective list prices and weekly wages.

I award no other advances.

Both parties accepted the decision and pursued the methods of the labor law prescribed in the agreement of September 19 and embodied in their submission to Mr. Endicott's judgment. After resuming work, and before and after the above award, disputes on new items of labor were decided by this Board. The decisions will follow in this and the next annual reports.

But strikes of lasters and threatened strikes in other departments have appeared and been with difficulty composed by the above-contracting parties. The strikers and others allege in justification of their dissatisfaction that the employers have broken their agreement of September 19 by not responding to repeated requests for a further agreement contemplated in the third stipulation of Mr. Endicott. The manufacturers claim that no further agreement was thought of and that it is unnecessary to amplify the third stipulation, since the fourth provides for every contingency.

The controversy now pending in this form is a proper subject either for the parties to compose in the manner provided, or for the ruling of a competent tribunal. Such is the opinion of many employees, and some workers claim that the manufacturers have given the correct and moreover, the most practical interpretation, if the parties would avoid a reopening of old disputes.

AMERICAN WRITING PAPER COMPANY — HOLYOKE.

The Board went to Holyoke on July 25 in response to a notice of the mayor.

It appeared that requests of workmen employed by the American Writing Paper Company in 14 establishments had been formulated in their union and presented by committee to the management. While these were under consideration, the president of the union was discharged. A strike resulted on July 23. The millwrights, their helpers and the sawyers, 115 all told, demanded the reinstatement of their president, the correction of alleged errors in distributing a

bonus to men of steady habits, an increase of wages rate regardless of bonus and the abolition of the "blue-print test" of millwrights' skill.

The employer conceded the abolition of the test and was willing to reconsider the bonus system on October 1, and meanwhile to correct possible errors as to merit and to pay a certain minimum rate of wages. Moreover, if it should be resolved to abandon the bonus system, as might be on October 1, the company would pay the increase demanded.

The Board communicated this to the strikers on July 27. The strike was thereupon declared off, and all hands, including the president of the union, returned to work on Monday, the next day following.

S. SLATER & SONS — WEBSTER.

All the loom fixers in the employ of S. Slater & Sons at Webster went out on strike on July 24 to resent the discharge of two employees and the imposition of unnecessary work without extra pay. The mill shut down. A mutual settlement was soon reached, and the strikers' pay having been raised $1.25 a week, the loom fixers returned to their positions on July 26. Not so, however, the weavers, who had with the other departments suffered enforced idleness by the shut-down. The weavers demanded that the loom fixers be put upon a piece price basis as an incentive to earn higher wages, to increase production and to increase the opportunities of the weavers. The company refused to do so. One hundred and fifty weavers in all designated a committee to confer with the superintendent, but no agreement was

reached. The Board, having been notified of the difficulty by the employer, arranged a conference on July 31. The superintendent averred that he could not grant the wishes of the weavers concerning the loom fixers, for the reason that he had already made an agreement with the loom fixers, that recently there had been four increases at short intervals of 10 per cent. in their pay, and now no further increase could be granted independent of other mills. Moreover, the spinners, carders and other departments would have just as good a right to make the same demand. No settlement was reached at that time, but subsequently Mr. Roland B. Mahoney of the Department of Labor in Washington mediated at a time when the parties were more amenable to persuasion. The terms of settlement reached in his presence have not been communicated to this Board.

DOHERTY BROTHERS SHOE COMPANY — AVON.

A controversy in every department of the factory of Doherty Brothers Shoe Company at Avon, as to whether a wage increase and a Saturday half holiday should be granted, was to be submitted in an application on July 31, and the Board was requested by telephone to give an immediate hearing. The parties thereupon were notified to appear on the 31st.

The application was received on the 31st, followed by information that a 10 per cent. increase had been granted as the result of a friendly conference, and there was no further controversy.

P. J. CARLIN CONSTRUCTION COMPANY — BOSTON.

A controversy between P. J. Carlin Construction Company of New York and the Bricklayers' Union in Boston resulted in calling 100 men out on strike on August 4 because of the discharge of an apprentice, as directed by a government inspector of work performed in the erection of United States storehouses. The matter having been brought to the attention of this Board, several interviews were had with the employer on August 6 and 7.

On August 8 the Massachusetts Committee on Public Safety induced an agreement.

BOSTON ICE COMPANY — BROOKLINE.

Twenty-three drivers, 25 helpers, 2 scalemen, 2 stablemen and 1 chauffeur struck for an increase of about 25 per cent. on August 4. The strike lasted during four days of the hottest week of the year, and the public resorted to every kind of vehicle in which to transport ice to dwellings and stores. The Board mediated on August 8 and induced the employees to declare the strike off. The employees on that day, and the company on that day, submitted the dispute to the arbitration of this Board, and the men returned to work on the following day.

On August 17 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between the Boston Ice Company of Boston and drivers and helpers in the Brookline Division. (200)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, the Board awards that $21 per week the year around for drivers, and $16 per week the year around for helpers, be paid by the Boston Ice Company of Boston to employees in the Brookline Division for the work as there performed.

By agreement of the parties this decision takes effect as of date of August 9, 1917.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

On September 1 the employer raised the price of 100-pound orders from 35 to 40 cents. The price of smaller quantities was not affected.

L. Q. WHITE SHOE COMPANY — BRIDGEWATER.

On August 7 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between L. Q. White Shoe Company of Bridgewater and employees on army shoes. (160)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by L. Q. White Shoe Company at Bridgewater for work as there performed upon army shoes: —

	Per 24 Pair.
Assembling,	$0 24
Pulling-over,	27½
Operating No. 5 machine,	72
Welting,	36
Roughrounding,	18
Goodyear stitching,	40
Leveling,	07½
Heeling,	15
Edgetrimming,	50

To take effect by agreement of the parties as of the date of the introduction of said work.

The Board finds that the item of heel-breasting, as submitted, does not represent work there performed upon army shoes.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

HOWARD & FOSTER COMPANY — BROCKTON.

On August 9 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Howard & Foster Company, shoe manufacturer of Brockton, and vampers. (186)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that $0.382 shall be paid by Howard & Foster Company at Brockton for vamping 12 pair of Winton bal, one-needle machine, two rows, as the work is there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

W. & V. O. KIMBALL — HAVERHILL.

On August 10 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between W. & V. O. Kimball, shoe manufacturers of Haverhill, and employees in the cutting department. (147)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices shall be paid by W. & V. O. Kimball at Haverhill for work as there performed: —

	Per Week, 50 Hours.
Sorting,	$22 50
Block-cutting after not less than one year's experience,	15 00
Putting up linings,	10 50

There shall be no change in price for cutting tops, linings or trimmings by hand or machine; or for crimping on the Lockett machine.

By the Board,

Bernard F. Supple, *Secretary.*

J. H. WINCHELL & CO., INC. — HAVERHILL.

On August 10 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between J. H. Winchell & Co., Inc., shoe manufacturer of Haverhill, and employees in the cutting department. (164)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by J. H. Winchell & Co., Inc., at Haverhill, for the work as there performed: —

	Per Week, 50 Hours.
Sorting,	$22 50
Block cutting after not less than one year's experience,	15 00

There shall be no change in price for crimping on Lockett machine; for cutting tops, cloth or trimming by hand or machine.

Cutting outsides by hand, men's: —	Per 12 Pair.
Right and left tips,	$0 0471
Straight tips,	0371
Golf bal quarters, by agreement,	14
Circle-wave vamp, black leathers, vici and horse butts or patent leather,	14
Circle-wave foxings,	10
Straight foxings,	09

There shall be no change in price for the following items: —

Seamless right and left vamps: —

Except vici and horse butts.

Black and colored leather cut as black.

Seamless vamps: —

Vici and horse butts.

Patent leather.

Blucher vamps: —

Black and colored leather cut as black.

Vici and horse butts.

Patent leather.

Colors, vici and India.

Shoes $3 or over, no change.

Jobs with two or more sets of patterns, or dies, no change.

By the Board,

Bernard F. Supple, *Secretary.*

W. & V. O. KIMBALL — HAVERHILL.

On August 14 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between W. & V. O. Kimball, shoe manufacturers of Haverhill, and heel-shavers. (159)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants

nominated by the parties, the Board awards that the following prices be paid by W. & V. O. Kimball at Haverhill for the work as there performed: —

Shaving heels: —	Per 12 Pair.
Under 6½ eighths,	$0 02½
6½ eighths and over,	03½
Orthopedic heels,	04
Rubber heels with bases,	04
Goodyear on last,	04
New process,	04

By the Board,
BERNARD F. SUPPLE, *Secretary.*

J. L. WALKER & CO. — LYNN.

On August 14 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between J. L. Walker & Co. of Lynn, shoe manufacturers, and employees. (163)

Said controversy relates to the discharge on May 22 of an ironer for unsatisfactory work.

Having considered said application, heard the parties by their duly authorized representatives and investigated the character of the work required and the circumstances of the discharge, which is the subject-matter of the controversy, the Board finds that the discharge of said ironer on May 22 was justified.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

REGAL SHOE COMPANY — WHITMAN.

A joint application was received on May 29 from the Regal Shoe Company of Whitman and employees engaged in cutting lifts with plate dies. Supporting documents were lacking, and the submission of the controversies, which related to price, was not completed until August 14, when the

application was filed and the parties so notified. On the day assigned for hearing their respective contentions the parties announced that the operation had been discontinued, and requested that the Board do nothing further in the matter.

HOTEL LUDLOW — BOSTON.

On August 16 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Hotel Ludlow of Boston and assistant engineers in its employ. (199)

Having considered said application and investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, the Board awards that $21 per week, without meals, be paid by Hotel Ludlow at Boston to assistant engineers in its employ for the work as there performed.

By the Board,

Bernard F. Supple, *Secretary.*

CHURCHILL & ALDEN COMPANY — BROCKTON.

On August 17 the following decisions were rendered: —

In the matter of the joint applications for arbitration of controversies between Churchill & Alden Company of Brockton and employees in the finishing department of the Ralston Factory. (86, 173)

Having considered said applications and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversies, and considered reports of expert assistants nominated by the parties, the Board awards for work as performed in the Ralston Factory of Churchill & Alden Company at Brockton as follows: in the item of labor known as No. 60 finish, which is applying bleach with brush and rubbing with brush and when dry rubbing off with sponge, that there be no change in price; in the item of labor

called No. 60½ finish, which is applying bleach stain on forepart with brush, rubbing in with hand brush and when dry rubbing off with sponge, said company shall pay its employees 16½ cents per 24 pair.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

In the matter of the joint application for arbitration of a controversy between Churchill & Alden Company of Brockton and employees in the finishing department of the Farnum Factory. (158)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the price paid by Churchill & Alden Company at Brockton in the Farnum Factory for applying bleach with brush and rubbing with brush and when dry rubbing off with sponge, called No. 60 finish, as the work is there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

CAMBRIDGE RUBBER COMPANY — CAMBRIDGE.

In August, owing to the scarcity of skilled workers caused by employment on Federal army contracts, the Cambridge Rubber Company, not having the desired number of 60 first-class cementers, began to train young women in the easier performances of that kind of work, and on Monday the 27th, a week later, had some 25 girls who were fairly competent. The men cementers resented the teaching of girls, and refrained from work on the 28th. The parties conferred before the Board on August 31 in response to request. Misunderstandings were clarified. An agreement was reached. All hands returned to work.

W. & V. O. KIMBALL — HAVERHILL.

On August 21 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between W. & V. O. Kimball, shoe manufacturers of Haverhill, and employees in the cutting department. (147)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards as supplemental to the decision rendered on August 10 that there shall be no change in the wages paid by W. & V. O. Kimball to such employees in the cutting room as were not affected by said award of August 10.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

J. H. WINCHELL & CO., INC. — HAVERHILL.

On August 21 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between J. H. Winchell & Co., Inc., shoe manufacturer of Haverhill, and employees in the cutting department. (164)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards as supplemental to the decision rendered on August 10 that there shall be no change in the wages paid by J. H. Winchell & Co., Inc., to such employees in the cutting room as were not affected by said award of August 10.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

BAUSH MACHINE TOOL COMPANY — SPRINGFIELD.

After a disagreement on price and conditions of labor, 175 machinists, toolmakers and assistants went on strike at the works of the Baush Machine Tool Company in Springfield on August 22. The Board mediated between the parties and found them unwilling to recede from their position of hostility. The company would take all back with one exception, but only on the employer's terms. It would not agree to a union or preferential shop, and the union would not declare the strike off without a satisfactory agreement. The union resorted to picketing, which the company sought to restrain through equity proceedings. The court issued a permanent injunction on December 14, and the company on that day filed the following petition: —

To the Honorable the State Board of Conciliation and Arbitration, Commonwealth of Massachusetts.

Your petitioner, the Baush Machine Tool Company of Springfield, engaged in the business of manufacturing machine tools at Springfield, in said Commonwealth, respectfully represents: —

That said business, when carried on in the normal and usual manner and to the normal and usual extent, requires from 240 to 255 persons.

That during the month of August, 1917, said business afforded employment to 246 persons in the manufacturing department, and of these, 175 ceased work on the twenty-second day of that month for the purpose of compelling the plaintiff to maintain a closed shop, and also for an increase in wages.

That your petitioner is informed that some of these past employees now work elsewhere, that some others have left for other parts, and that some of the remainder have combined for the purpose of perpetuating a labor disturbance which they denominate a strike.

That on November 1, 1917, the operation of the department was resumed with employees sufficient to perform a normal amount of business, and since that day there has been no unusual change in employment, certain employees have left work for one reason or another,

and others have been hired from time to time, in accordance with the requirements of the business.

Your petitioner further represents that there is no controversy with its present employees, and that while some of the former employees seek to obstruct the business in question, it is normal and usual in manner and extent.

Wherefore, your honorable Board is respectfully requested to determine, as provided in General Acts of 1916, chapter 89, whether said business is being carried on in the normal and usual manner and to the normal and usual extent.

Dated this fourteenth day of December, A.D. 1917.

BAUSH MACHINE TOOL COMPANY,
R. D. BABSON, *General Manager.*

Due notice of hearing was given by publication in three Springfield papers on December 17. The employees did not appear at the hearing. The following certificate was issued: —

In the matter of the application of the Baush Machine Tool Company of Springfield. (220)

This application, made to the Board under the Acts of 1914, chapter 347, as amended by General Acts of 1916, chapter 89, requests the Board to determine whether the business of the Baush Machine Tool Company is being carried on in the normal and usual manner and to the normal and usual extent.

Having considered said application and heard the petitioner (notice of hearing having been given to strikers and employees in the manner prescribed by law), the Board determines that the business of the Baush Machine Tool Company in Springfield, which is the manufacture of machine tools, is being carried on in the normal and usual manner and to the normal and usual extent.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

On December 28 the strikers requested a reopening of the case on the ground that they had not been notified; but the request was withdrawn on January 4, 1918.

T. D. BARRY COMPANY — BROCKTON.

On August 23 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between T. D. Barry Company, shoe manufacturer of Brockton, and employees in the lasting department. (184)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices shall be paid by T. D. Barry Company at Brockton for lasting United States army marching shoes as the work is there performed: —

	Per 24 Pair.
Tacking insoles by machine,	$0 055
Trimming insoles by hand,	033
Assembling by hand, viz.: pasting counters, pasting toe linings, driving tack in back of counter by machine,	396
Operating pulling-over machine,	308
Side-lasting by hand,	44
Operating No. 5 machine,	88

By the Board,
BERNARD F. SUPPLE, *Secretary.*

BOSTON & MAINE RAILROAD COMPANY.

About 3,200 mechanics and other railroad employees in many parts of New England struck on August 31 on the Boston & Maine Railroad for an increase in pay of 8 cents an hour. The Board offered its services as mediator, but, the strike being one that involved interests and citizens of many States, it appealed to the Federal government. Accordingly, the executive manager of the Massachusetts Committee on Public Safety brought the parties together, and

brought about an agreement on a proposition to increase the hour rate 5 cents, and, if any further adjustment should be desired, to submit the remainder of the controversy to arbitrators.

HOWARD PRINT, INC., STANDARD PRINTING COMPANY, TOLMAN PRINT, INC., ARTHUR I. RANDALL — BROCKTON.

On September 5 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between the Howard Print, Inc., Standard Printing Company, Tolman Print, Inc., and Arthur I. Randall, of Brockton and the vicinity, and their printing pressmen and assistants. (204)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, the Board awards that the Howard Print, Inc., Standard Printing Company, Tolman Print, Inc., and Arthur I. Randall shall pay as minimum prices to printing pressmen and assistants in their employ the following: —

	Per Week.
Cylinder pressmen,	$22 50
Job pressmen,	19 50
Cylinder feeders: —	
Four-roller presses,	16 50
Two-roller presses,	15 00

By agreement of the parties the decision shall take effect as of September 4, 1917.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

LEWIS A. CROSSETT, INC. — ABINGTON.

On September 7 the following decisions were rendered: —

In the matter of the joint application for arbitration of a controversy between Lewis A. Crossett, Inc., shoe manufacturer of Abington, and employees in the lasting department of Factory No. 1. (196)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Lewis A. Crossett, Inc., in Factory No. 1 at Abington to employees engaged in lasting women's shoes, for work as there performed: —

	Per 12 Pair.
Hand pulling, all leathers,	$0 78
Operating No. 5 machine: —	
Russet, low toe,	341
Gun metal, velour, vici,	33
Patent and enamel,	352
High toe, extra,	088
Paper covers,	066
Inserting boxes,	06
Long counters,	264
Long leg, 8 inches or over,	06
Wetting singly,	005
Single pairs and samples,	Price and one-half

By the Board,
BERNARD F. SUPPLE, *Secretary.*

In the matter of the joint application for arbitration of a controversy between Lewis A. Crossett, Inc., shoe manufacturer of Abington, and employees in the making department. (201)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices shall be paid by Lewis A. Crossett, Inc., at Abington to employees in the making department for work as there performed on women's shoes: —

	Per 12 Pair.
Beating welts, including mating shoes,	$0 03025
Laying soles,	05
Filling bottoms,	03
Nailing heelseats,	02
Trimming heelseats,	0175
Tacking shanks,	033
Cementing and turning down channels,	033
Leveling, automatic machine,	044
Leveling, Acme machine,	0 66
Stitch separating,	05
Trimming seams, with covers,	11
Trimming seams, without covers,	11
Welting: —	
Regular work,	20
Single pairs and samples,	Price and one-half
Goodyear stitching: —	
Black,	23
White,	23
Single pairs and samples,	Price and one-half
Roughrounding,	10
Roughrounding, single pairs and samples,	Price and one-half
Shaving heels: —	
1¼ inches or under,	055
1½ inches and over,	066
A or French, high,	088
Slugging: —	
3 slugs,	03
Over 3 slugs,	05
Edgetrimming, no knifing,	04
Edgetrimming, no knifing, single pairs and sample,	Price and one-half
Edgesetting, set twice, black and brush,	24
Single pairs and samples,	Price and one-half

By the Board,
BERNARD F. SUPPLE, *Secretary.*

In the matter of the joint application for arbitration of a controversy between Lewis A. Crossett, Inc., shoe manufacturer of Abington, and welters. (202)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Lewis A. Crossett, Inc., at Abington, for work as there performed: —

	Per 12 Pair.
Sewing on rubber and leather welts, one operation,	$0 396
Sewing on outside or waterproof welts,	528

By the Board,
BERNARD F. SUPPLE, *Secretary.*

REGAL SHOE COMPANY — WHITMAN.

On September 7 the following decisions were rendered: —

In the matter of the joint application for arbitration of a controversy between the Regal Shoe Company, shoe manufacturers of Whitman, and employees in the bottoming and finishing department of the Standard Factory. (194)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by the Regal Shoe Company in its Standard Factory at Whitman to employees in the bottoming and finishing departments for work as there performed: —

	Per 12 Pair.
Heeling,	$0 11
Leveling, automatic machine,	0495
Leveling, Acme machine,	075
Wheel stitching,	044
Heel shaving, rubber heels,	08
Scouring bottoms with pinwheel and Naumkeag attachment, regular work,	09

By the Board,
BERNARD F. SUPPLE, *Secretary.*

In the matter of the joint application for arbitration of a controversy between the Regal Shoe Company, shoe manufacturer of Whitman, and sluggers. (216)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 7 cents per 12 pair be

paid by the Regal Shoe Company at Whitman to employees engaged in slugging army regulation shoes.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

WORCESTER BREWING CORPORATION, BOWLER BROTHERS, LTD., GEORGE F. HEWETT COMPANY — WORCESTER.

In the first week of September the bottlers employed in Worcester breweries quit work to enforce a demand for $2 a week increase in pay. The employers appealed to this Board, claiming that the strike was a manifest violation of contract. Suitable advice was given and followed. One of the general officers of the workmen's organization came from Cincinnati and directed the strikers to return to work, and, if any difference arose between them and their employers, to resort to arbitration as provided in the contracts and agreements to which they were party.

The strikers returned on September 13.

J. H. WINCHELL & CO., INC. — HAVERHILL.

A controversy in the sole-laying department of the factory of J. H. Winchell & Co., Inc., at Haverhill, as to the price of shaving the heels of trench shoes for the army, was the subject of a joint request on September 14 for a determination by this Board. The reference was defective in that supporting documents were omitted, and the parties were so notified, being requested to forward the papers that were lacking. Correspondence ensued in the fortnight following. On September 28 the parties notified the Board of a friendly settlement.

STACY ADAMS COMPANY — BROCKTON.

On September 14 the following decisions were rendered: —

In the matter of the joint application for arbitration of a controversy between Stacy Adams Company, shoe manufacturer of Brockton, and employees in the finishing department. (188)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Stacy Adams Company at Brockton to employees in the finishing department for work as there performed: —

	Per 24 Pair.
Polish full bottoms and top-pieces, pad breast and shank, roll forepart, brush and yarn brush all other than black on No. 5, 6, 7, 8, 9 and 14,	No change.
Polish full bottoms, pad breast and shank, roll forepart, brush and yarn brush all other than black on No. 5, 6, 7, 8, 9 and 14,	No change.
Roll, polish and brush full black bottoms and top-pieces and clean slugs,	No change.
Gumming bottoms on No. 10 finish,	$0 12
Black shank, breast and top-piece, plain or fancy cut,	No change.
Polish full bottoms on No. 10 finish with russet top-piece and pad breast,	25
Scouring orthopedic heels, 3 papers, wet once,	24
Scouring top-pieces, orthopedic heels,	12
Scouring bottoms, rivet shanks,	25
Finish orthopedic heels, Expedite machine,	22

By the Board,
BERNARD F. SUPPLE, *Secretary.*

In the matter of the joint application for arbitration of a controversy between Stacy Adams Company, shoe manufacturer of Brockton, and employees in the finishing department. (195)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices

be paid by Stacy Adams Company at Brockton to employees in the finishing department for the work as there performed: —

	Per 24 Pair.
Polish full bottom on No. 10 finish with black top-piece and pad breast,	$0 20
Black shank, breast and top-piece on orthopedic heel,	11

By the Board,
BERNARD F. SUPPLE, *Secretary.*

COLD SPRING BREWING COMPANY, CURRAN & JOYCE COMPANY, DIAMOND SPRING BREWERY; BOTTLERS; HOTELS — LAWRENCE.

On September 17 the bottlers of Lawrence, desiring an increase of wages, invited their employers to meet them on the 19th to discuss the high cost of living. The employers did not respond. More than 150 employees declared an intention to strike in twenty-four hours if $3 a week increase and 50 cents an hour for overtime work were not granted. It was the first knowledge the employers had of the demands. By the constitution of the union a strike vote requires a secret ballot, but a strike was voted by acclamation, and the bottlers and drivers refrained from work on the 21st. The brewery workers of two breweries struck on the 25th, after two hours' notice, on being refused a $3 a week increase and 75 cents an hour for overtime work. On the 28th the engineers and firemen struck in sympathy.

A conference was held on September 28. The employees were represented by the business agent of the unions involved, and the workmen of Lawrence by the Central Labor Union. The brewery owners and bottlers claimed that the strike was contrary to the principles of justice, of trades-

unionism, and specifically violative of the constitution of the union and of the existing contracts. The employees claimed that the contracts had been repeatedly violated by the employers, and were no longer binding on the workers. They admitted that the strike-voting was irregular, but justified by the high cost of living.

The Board moved on the employers to learn what, if anything, could be done to restore harmony, and was advised as follows by letter: —

> We are informed by the secretary of the Massachusetts Brewers' Association, Mr. Howard Noble, that your Board has tendered its good offices in the matter of the strike of our brewery workmen. Whatever we, the employers, may think of the merits of this strike, declared without regular notice and in clear violation of existing agreements, we shall gladly subordinate our own interest to the larger interests of the State.
>
> We recognize that through your honorable body the State seeks to promote the general welfare of its citizens by furthering harmony among its chief industrial factors, — capital and labor, and with that commendable purpose we are in entire accord.
>
> Accordingly, we shall be glad to have you take up the matter of this strike at the earliest moment possible, and we trust that the striking unions will manifest a like disposition.

A conference of parties in the presence of the Board was held at Lawrence on October 1. Mr. Moffitt, agent for the Master Brewers of the United States, and a committee of the employers involved discussed the matter with Conrad Young and a committee of 15 strikers, representing also bartenders, cooks and waiters, but no agreement was reached. In the evening of that day a further conference was had between the strikers, assembled in mass meeting, and Mr. Moffitt, in the presence of the Board's secretary. The em-

ployers' representative contended, and the Board advised, that the employees should return to work pending an adjustment under the existing contract. Conrad Young, business agent, reported to the meeting the conference of the afternoon, and reviewed the strike from the beginning. He admitted that he had been directed in two telegrams from the central office at Cincinnati to put the men back to work, but he would not; on the contrary, he approved of the strike because of the high cost of living. The union voted to remain out on strike. The parties could not agree on terms of settlement, and the employees would not agree to submit the deadlock to arbitration.

On October 1 and 2 about 300 bartenders and 100 hotel employees quit work in sympathy. Several hotels and bars were closed; others operated with recruited forces, and saloon proprietors in some instances took the places of the wine clerks who had quit. On October 3 a third telegram from the Cincinnati office, ordering the strikers to "return to work or submit to drastic measures," was received and disregarded by Conrad Young. Mr Kuyler, representing the general organization, appeared before the parties on October 7. Not having been able to obtain further concessions from the employers because, as they said, of the obvious illegality of the strike, he insisted at the meeting of the union that they must return to work unconditionally in order to obtain a settlement, and expressed a hope that they would obtain by peaceful negotiation what had not yet been granted and probably never would be granted while contractual obligations were disregarded. He warned them, moreover, that if they did not resume the relation of workers,

he would fill their places with men who were willing to work. The men thereupon voted to return and did return on the following day.

A conference of parties was had on October 9. The employers handed the employees the following letter, which after long deliberation the committee concluded to submit to the unions: —

To the Local Joint Executive Board, Local Unions Nos. 119 and 125 of the International Union of United Brewery Workmen, Lawrence, Mass.

Gentlemen: — This is to inform you that we are prepared to increase the wages of your members in our employ, you to choose between the two following propositions: —

(*a*) A flat increase, over all, of $1.50 a week.

(*b*) An increase of $2 a week to all members formerly paid from $15 to $17 a week; an increase of $1.50 to those formerly paid above $17 and less than $21 a week; an increase of $1 a week to those paid $21 and over.

Overtime in either case to be as follows: members of union No. 119, 40 cents an hour; members of union No. 125, 60 cents an hour.

The increase as proposed in either (*a*) or (*b*) to take effect as of date of October 8, 1917, and to remain in effect for one year thereafter.

In order to provide against future misunderstanding upon your part or ours, this offer is conditioned upon your accepting in writing, with official seal impressed, either of the two propositions herein above set forth. It is also to be agreed that our existing contracts with your union are not to be otherwise affected by your acceptance of this offer of increase of wages.

Yours very truly,

John F. Murphy, *Chairman.*
August Steigler,
James C. Corcoran,
James P. Holihan,
Committee representing Employing Brewers, Wholesalers and Bottlers.

After several conferences, continuing until November 6, the following increases were agreed upon: a flat rate of $2 a week; overtime work of bottlers and drivers, 50 cents instead of 35 cents an hour; overtime work of brewery workmen, 65 cents instead of 50 cents an hour. These rates were to take effect from the day they returned to work, October 8. The adjustment, duly signed by all parties, was dated November 6, to continue in force for one year from that date.

A. J. BATES COMPANY — WEBSTER.

On September 20 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between A. J. Bates Company, shoe manufacturer of Webster, and employees. (206)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by A. J. Bates Company at Webster for work performed on army marching shoes: —

	Per 12 Pair.
Operating No. 5 bed machine,	$0 36
Goodyear stitching,	18
Slugging heels (1½ rows and across breast),	06½
Edgetrimming,	22
Treeing,	22½
Assembling,	12

The above prices to take effect from the date upon which the army marching shoes were introduced in the factory.

By the Board,

Bernard F. Supple, *Secretary.*

PURITAN LINOTYPE COMPANY — CAMBRIDGE.

All the hands employed in Cambridge in the erection of a building for the Puritan Linotype Company quit work on September 20 for no apparent reason. It appeared on investigation, requested by the company, that another employer, at variance with some steam fitters, had been declared "unfair to labor," and that one of his products, a steam boiler, had been in sight of the new structure for seven weeks, but not on the premises; that, whatever offence it might give, their anger had been well dissembled until the moment when a strike would inflict the most injury. The strike was cruel in that the Puritan Linotype Company had always co-operated with the trades-union movement in never hiring a non-union man. The contractor and all the subcontractors for erecting the new building and installing its fixtures and machinery were likewise friendly to labor from the time when they were journeymen. Most of them retained their membership in the union and carried union cards.

As the time approached to move the plant from Boston, where the rent was $500 a month, the company notified the landlord of intention to quit, dismantled some of its departments and transported machines to Cambridge. The windows there had not been placed, the machines had not yet been installed and were exposed to equinoctial weather; the resources of the Boston plant had been diminished when the strike occurred. The execution of orders was difficult and expensive.

The State Board went on September 25 to the scene of the

difficulty and found that some of the building crafts had just returned to the work and that more were coming. The chief contractor said that the strikers had begun to realize the shame that ought to have prevented the strike.

MASON & HAMLIN COMPANY — CAMBRIDGE.

Increases in rates: for work performed as usually, 20 per cent.; for overtime work, 50 per cent.; for holiday work, 100 per cent., and the establishment of a 50-hour week, the discharge of newly hired men who declined to join the union, and the requirement of fewer records on the time clock were proposed by piano workers in the employ of Mason & Hamlin Company, and refused by the superintendent. On September 21 all but two employees, 460 in number, struck to enforce the demands, and on October 10 invoked the Board's mediation.

The Board, learning that there was no obstacle to their conferring with the management, advised them to renew their efforts to negotiate a settlement. They did so, and in further conferences revoked their demand for the discharge of newly hired men unwilling to join the union. Further concessions were made by them, and the company offered an increase in wages, which was accepted. The strike was declared off and work was resumed on October 23.

CHURCHILL & ALDEN COMPANY, DIAMOND SHOE COMPANY, HOWARD & FOSTER COMPANY, PRESTON B. KEITH SHOE COMPANY, A. E. LITTLE & CO., C. S. MARSHALL COMPANY, M. A. PACKARD COMPANY, THOMPSON BROTHERS, INC., WHITMAN & KEITH COMPANY — BROCKTON.

On September 24 the following decision was rendered: —

In the matter of the joint applications for arbitration of a controversy between Churchill & Alden Company, Diamond Shoe Company, Howard & Foster Company, Preston B. Keith Shoe Company, A. E. Little & Co., C. S. Marshall Company, M. A. Packard Company, Thompson Brothers, Inc., and Whitman & Keith Company, and employees. (207–215)

Having considered said applications and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 24 cents per hour for putting in heelpods be paid by Churchill & Alden Company, Diamond Shoe Company, Howard & Foster Company, Preston B. Keith Shoe Company, A. E. Little & Co., C. S. Marshall Company, M. A. Packard Company, Thompson Brothers, Inc., and Whitman & Keith Company, at Brockton.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

CASS & DALEY SHOE COMPANY — SALEM.

On September 25 the following decision was rendered: —

In the matter of the joint applications for arbitration of a controversy between Cass & Daley Shoe Company of Salem and employees. (178, 218, 219)

Having considered said applications and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-

matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Cass & Daley Shoe Company at Salem for work as there performed: —

	Per 72 Pair.
Edgesetting Goodyear welts, off the last, leather or rubber soles, one setting,	$0 78
Samples,	No change.
Side-lasting,	54
Heeling,	31

By agreement of the parties, the price on edgesetting is to take effect as of date of June 30, 1917; the price on side-lasting to take effect as of date of August 22, 1917.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

JEWETT PIANO COMPANY — LEOMINSTER.

On or about October 1 a committee of piano finishers employed in Leominster conferred with the management of the Jewett Piano Company, concerning a request for 15 per cent. increase in wages. Several interviews followed during the first fortnight of the month. The company announced to the assembled employees that the request could not be granted. On October 13 the men invoked the mediation of the Board. The Board found that a large number favored a strike if no peaceful adjustment were made, but its advice was heeded by both parties and peace was maintained. The company increased the day rates and the piece rates 5 per cent., but claimed that it could do no more.

BOSTON SUPERIOR PETTICOAT COMPANY — BOSTON.

Increase of wages, reduction of hours, minimum wage rate for apprentices and union-shop conditions were demanded by 53 stitchers, rufflers and others of the International Garment Workers' Union employed by the Boston Superior Petticoat Company. Since styles were changing they further desired that the adjustment of prices and agreeable shop rules should be thereafter negotiated by the company and a permanent committee of its employees. When their agent submitted these propositions the company objected, and, after a three-hour conference, a strike occurred on September 24.

A conference of parties to settle the dispute was had in the presence of the Board on October 4. An understanding was reached that the parties should meet again that day and draw up a list of prices and other points in controversy, agree upon it as far as possible, and, if any items remained unadjusted at the end of the conference, submit them to the arbitration of this Board. The parties met accordingly, and reached a satisfactory agreement in settlement of the whole dispute.

NONOTUCK HOTEL — HOLYOKE.

Twelve waiters, being half the whole number, went out on strike from the Nonotuck Hotel at Holyoke on October 1. The mayor notified the Board, and the Board offered to mediate between the parties; but the strikers found work outside the city, and the employer filled their places without opposition.

E. E. TAYLOR COMPANY — BROCKTON.

On October 4 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between E. E. Taylor Company, shoe manufacturer of Brockton, and finishers. (224)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 16 cents per 24 pair be paid by E. E. Taylor Company at Brockton for scouring foreparts with two papers, shanks with one paper and top-pieces with two papers, as the work is there performed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

HOTEL KIMBALL — SPRINGFIELD.

Forty-two waiters and other employees of the Hotel Kimball in Springfield demanded on October 5 the manager's assent to a schedule of 12 propositions, defining duties, wages, rights and privileges. They expressed a desire for a conference, if deemed necessary, and stated that if no reply were received by 6 o'clock in the afternoon they would quit work immediately.

The mayor notified the Board by telegram. The Board went to the hotel and had separate interviews with the management and employees. It appeared that the manager had no power to increase wages or compromise the policy of the directors towards labor. The directors' meeting would take place on October 11, and the matter would then be acted upon. The manager and the committee of waiters

conferred in the presence of the Board. The Board advised the waiters of the impropriety of striking while negotiating the settlement of a difficulty, for that would be to introduce new grievances. The committee feared lest delay would give the management some advantage. The manager assured them that no steps would be taken on his part to render the trouble more acute; he could fill their places with colored waiters or with women, but no advantage would be taken by reason of the delay.

No agreement was reached, and the strike occurred at 6.10 P.M., while the hotel was thronged with delegates to the Republican convention, and pickets were posted about the hotel approaches. The members of the Springfield Republican Club put on aprons and served as waiters at the banquet of the delegates. Meanwhile a meeting was had with the directors, who assembled from many quarters at the call of the Board and Mayor Stacey.

The next day the employees accepted arbitration in a letter addressed to the Board, but in terms offensive to the employer. Subsequently the offensive part was withdrawn and a statement of willingness to return to service pending arbitration was submitted instead, with the understanding that the Board would be able to assure the employees of a proper place and reasonable hours in which to eat, and of food prepared in the guests' kitchen; as an alternative they would accept $3 a week extra and buy their food. But the day of reconciliation had passed. The employer, having adopted another system of service, was unwilling to dismiss the recently hired colored waiters in order to make places for the men on strike. There was no further difficulty.

J. BROWN & SONS — SALEM.

On October 8 the heel-workers, seven in number, employed by J. Brown & Sons at Salem, struck to express their objection to counting shoes. Eighteen other employees in the making room were rendered idle in consequence. Conferences resulted in disagreement.

The Board went to Salem on October 19, and brought about a conference between representatives of the respective parties, but the employees' agent desired to consult the union before concluding an agreement. The employees deemed the counting of shoes a performance which delayed their work on heels and lessened their earning power. The employer argued that he paid them by the case and not by the pair, and must insist upon the cases being of full count. The employees insisted that they should be paid for counting. The employer inquired whether they would be willing to pay the seller of a dozen eggs, for instance, something extra for the assurance that he had not counted short, and further argued that a full case could be recognized by inspection, that empty spaces were easily discerned, and that a skilled man did not count by consecutive enumeration.

The union's executive board was called together in the evening, and their agent reported the facts of the conference. The Board addressed them with fitting advice as to negotiating a settlement, and urged in the last instance a resort to State or local arbitration; but the advice was not accepted. A large minority was disposed to return to work on the employer's terms, and during the next four days con-

ferences were resumed. On October 23 an agreement was reached, and the heel-workers' strike was declared off; all hands returned to work.

E. T. WRIGHT & CO., INC. — ROCKLAND.

On October 9 the following decisions were rendered: —

In the matter of the joint application for arbitration of a controversy between E. T. Wright & Co., Inc., shoe manufacturer of Rockland, and lasters. (226)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices shall be paid by E. T. Wright & Co., Inc., at Rockland for work as there performed on navy shoes for the United States government: —

	Per 24 Pair.
Assembling by hand, including pasting counter and box and driving one tack in back of counter,	$0 396
Pulling-over by machine,	308
Side-lasting by hand,	44
Operating No. 5 machine,	835

By the Board,
BERNARD F. SUPPLE, *Secretary.*

In the matter of the joint application for arbitration of a controversy between E. T. Wright & Co., Inc., shoe manufacturer of Rockland, and insole-tackers. (227)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices shall be paid by E. T. Wright & Co., Inc., at Rockland, for work as

there performed, by the 24 pair: tacking insoles by hand, 8 9/10 cents; trimming by hand, 2 2/10 cents.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

In the matter of the joint application for arbitration of a controversy between E. T. Wright & Co., Inc., shoe manufacturer of Rockland, and edgemakers. (228)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by E. T. Wright & Co., Inc., at Rockland, for the work as there performed: —

	Per 12 Pair.
Edgetrimming, no knifing: —	
Marching or navy shoes,	$0 27½
Trench shoes,	20
Edgesetting: —	
Marching or navy shoes; one setting, no brushing,	25
Trench shoes, one setting: —	
No staining or blacking,	12½
When stain is used,	15

This decision to take effect from October 9, 1917.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

On October 9 the following was rendered: —

SUPPLEMENTAL DECISION.

In the matter of the joint application for arbitration of a controversy between E. T. Wright & Co., Inc., shoe manufacturer of Rockland, and lasters of navy shoes. (226)

The Board determines that the decision rendered in this case (covering prices for assembling, pulling-over, side-lasting and operating No. 5 machine) shall take effect as of the date on which the work in question was introduced into the factory.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

W. L. DOUGLAS SHOE COMPANY — BROCKTON.

On October 18 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between the W. L. Douglas Shoe Company of Brockton and employees in Factories Nos. 1, 2, 3 and 5. (225)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 27 cents per hour be paid by the W. L. Douglas Shoe Company in Factories Nos. 1, 2, 3 and 5 in Brockton for checking up work as there performed (in the stitching department).

By the Board,
BERNARD F. SUPPLE, *Secretary.*

E. E. TAYLOR COMPANY — BROCKTON.

On October 18 the following decision was rendered: —

In the matter of joint applications for arbitration of controversies between E. E. Taylor Company, shoe manufacturer of Brockton, and employees. (193, 239, 240)

Having considered said applications and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by E. E. Taylor Company at Brockton for the work as there performed: —

	Per Hour.
Labeling cartons,	$0 24
Detection and cutting of tacks (Russian army shoes),	24
Packing Russian army shoes in wooden boxes,	30

By agreement of the parties the prices affecting Russian army shoes shall take effect as of the date on which the work was introduced into the factory.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

CHARLES A. EATON COMPANY, FRED F. FIELD COMPANY — BROCKTON.

On October 19 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Charles A. Eaton Company and Fred F. Field Company, shoe manufacturers of Brockton, and lasters. (229)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Charles A. Eaton Company and Fred F. Field Company, at Brockton, for work as there performed upon United States army field shoes: —

	Per 12 Pair.
Tacking insoles,	$0 02½
Assembling,	08½
Operating pulling-over machine,	07½
Side-lasting by hand,	15
Operating No. 5 machine,	24

By the Board,
BERNARD F. SUPPLE, *Secretary.*

APSLEY RUBBER COMPANY — HUDSON.

A strike in the works of the Apsley Rubber Company of Hudson began October 19. Most of the departments of the factory had arrived at a good understanding with the em-

ployer on October 22, and it was believed that the trouble was ended, but, owing to the violence of a faction, the final adjustment was indefinitely postponed. The Board received notice from the selectmen of Hudson on October 25. There were street disturbances, and the company sought and obtained the protection of the State police.

On Monday, the 29th, the strike was declared off and the strikers returned to work.

CHESTER MANUFACTURING COMPANY — CAMBRIDGE.

A strike of shirtwaist-workers, employed by the Chester Manufacturing Company in Cambridge, occurred on or about October 20 for an 8-hour day and a 10 per cent. increase in wages. Picketing, street disturbances and arrests followed.

The Board mediated, ascertained that the employer was willing to re-employ the strikers and so notified their agents. One of the impediments to a settlement was that so many of the workers spoke foreign languages only. A conference of parties was finally arranged under favorable auspices, and a satisfactory settlement was reached.

WILEY & FOSS — FITCHBURG.

On notice of violation of the bricklayers' agreement by refraining from work on Saturday afternoons throughout the year, and of the hodcarriers' agreement by a threat to strike if pay were not increased, the Board went to Fitchburg on October 22 and learned that the employers, Messrs. Wiley and Foss, would enter into no further relations with the

hodcarriers. The firm felt impelled by circumstance to accept the treatment the bricklayers dealt to them. A conference of parties to the bricklayers' agreement was brought about, and both were of the opinion that the agreement had been violated; but the bricklayers' agent could not suggest how their offence might be remedied. The firm having abandoned the case, the Board withdrew.

E. E. TAYLOR COMPANY — BROCKTON.

On October 25 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between E. E. Taylor Company, shoe manufacturer of Brockton, and lasters. (231)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices shall be paid by E. E. Taylor Company at Brockton for work as there performed upon Russian army shoes: —

	Per 12 Pair.
Method No. 1: —	
Tacking insoles by machine,	$0 02¾
Assembling by hand,	08
Pulling-over by machine,	06½
Operating consolidated machine, all around,	27
Pounding heelseats,	02¾
Method No. 2: —	
Tacking insoles by machine,	02¾
Assembling by hand,	08
Pulling-over by machine,	06½
Side-lasting by machine,	08½
Operating No. 5 machine,	28

By agreement of the parties the above prices shall take effect as of the date on which the work was introduced into the factory.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

J. H. WINCHELL & CO., INC. — HAVERHILL.

The prices of some six items of cutting vamps in the shoe factory of J. H. Winchell & Co., Inc., became the subject of controversy which, on failure to settle by agreement, were referred to this Board on October 27. The submission not being complete, the parties were requested to remedy its defects. They met for that purpose and made a final adjustment on November 9, of which they notified the Board.

MOREY & CO. — CAMBRIDGE.

Nineteen men and women employed in the Vulcan Sail Loft at East Cambridge quit work on October 29, dissatisfied with certain shop regulations which they feared were calculated to humiliate. They had not resolved to strike, that is to say, to endeavor to compel the employer to do what he did not wish; such a course would be absurd, for he could obtain all the workers that he needed to carry out his contract with the United States government for army tents, and, furthermore, they were not lacking in patriotism, but rather eager to do their share. On the other hand, in view of the present demand for labor, they believed they owed it to one another not to submit to distasteful requirements which they could easily avoid by working elsewhere. A committee was sent to this Board to seek its advice.

The employer promptly appeared, also, in response to invitation. His statement of facts confirmed that of the workers, and he expressed a willingness to accept whatever

advice the Board might deem fitting. The Board recommended that all return to work forthwith, and every morning receive each his or her proper badge, not necessarily to wear, but to exhibit whenever required by any inspector or checking clerk having a right to ask it, and to return the same at the end of the day's work.

The advice was accepted by both parties and work was resumed.

WESTERN ELECTRIC COMPANY — BOSTON.

Boston, October 30, 1917.

In the matter of a strike by employees of the repair plant of the Western Electric Company, Inc., at Boston.

The Board having knowledge that a strike was seriously threatened, communicated with both parties on October 18 and endeavored by mediation to accomplish an amicable settlement of the grievances complained of. The employees struck on October 19, conferred with the Board on October 22, and said they were willing to return to work and submit their grievances to arbitration. The Board conveyed this proposal to the representatives of the company, who replied that they would deal with the employees individually but not collectively, nor through the workmen's representatives.

No agreement to arbitrate or adjust the grievances complained of having been arrived at, the Board appointed October 25 for an investigation as to the cause of the strike and the responsibility for its existence and continuance. In the course of such investigation the employees' offer of arbitration was renewed, and representatives of the company submitted a formal statement in response to the offer, declining to submit any matters to arbitration, and insisting upon its right to deal with its employees individually.

The testimony of witnesses showed that the principal condition of employment of which the employees complained was the piece prices for the performance of the operations by the employees and the method by which these piece prices were established. The employees claim that no opportunity was afforded them to be heard as to the fairness of the prices so fixed, it appearing that one man, through a system of

computations, arrived at a certain price based upon hourly rates, which, by the rules of the company, could not be readjusted except in April or October of each year; that the prices fixed failed to yield a fair wage; that persons received into the employ of the company in the periods between April and October were, in instances, paid a higher wage than employees who had been for years in the employ of the company. These conditions had occasioned discontent among the employees, and they organized. They selected a committee to present a form of agreement into which it was their desire that the company should enter. The company refused to confer with the committee of employees or to discuss with them the terms of the proposed agreement or the particular grievance as to price fixing or wage inequalities or other elements involved in the proposed agreement. The company stated its position, refusing to deal collectively with the employees or recognize in any way a committee representing them, and declined to permit the return of the employees to their former positions unless upon individual contracts or upon individual application. The strike took place after the refusal of the company to treat with the committee which submitted the proposed agreement. About 250 went on strike, which still continues.

In the opinion of the Board the company should have received the committee of its employees and discussed with them the grievances of which they complained. The rights of an employer in personal relations with his employees may be such as are claimed by the management of this company; but in the case of a corporation and of employees who are numbered by thousands the close relations that may be found in smaller units of industry do not exist. Had the management of this company conferred with the committee of its employees under the principles of collective bargaining, the Board is of the opinion that this strike would not have taken place. The Board finds that the company is responsible for the existence and continuance of this strike.

The law of this State recognizes arbitration of industrial disputes as the right method in determining controversies not otherwise adjusted. The Board recommends that the company receive back into its employ its striking employees without discrimination, and endeavor by conference to adjust existing controversies, failing which, to submit matters in dispute to arbitration either by local board or the State Board, as provided by law.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

L. Q. WHITE SHOE COMPANY — BRIDGEWATER.

In the factory of the L. Q. White Shoe Company at Bridgewater, engaged in the manufacture of army and navy shoes for friendly governments, controversies relative to prices for heeling, lasting, quilting soles, stitching and making, and top-staying, became the subject of five joint applications for the arbitration of this Board which were filed on November 1. The hearing assigned was postponed by request of both parties, who had begun to make reciprocal concessions with a prospect of coming into agreement. On November 23 the Board was informed that having agreed concerning most of the items, the parties intended to submit the remainder in a new application.

J. H. WINCHELL & CO., INC. — HAVERHILL.

On November 1 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between J. H. Winchell & Co., Inc., shoe manufacturer of Haverhill, and treers. (222)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by J. H. Winchell & Co., Inc., at Haverhill, for work as there performed: —

TREEING.

	Per 12 Pair.
Black Indian vici: ironed by power machine, ironed by hand if necessary, one coat of filler applied with sponge, . . .	$0 12½
Gun metal, white or colored stitches: ironed by power machine, ironed by hand if necessary, one coat of white filler applied with sponge, ragged off, ...	12½
Gun metal satin, all satin or with mat tops: one coat of filler applied with brush, ironed by power machine with cold iron, toes blocked up, rubbed with stick if necessary, one coat of filler applied with sponge, ragged off, ...	15
Gun metal satin with hot-iron tops: one coat of filler applied to vamp with brush, ironed with cold iron on power machine, tops ironed with hot iron by hand, one coat of filler applied all over, ragged off, rubbed with stick, toes blocked up if necessary, ...	15
Gun metal satin with cloth tops, black or colored: one coat of filler applied to vamp with brush, ironed with cold iron on power machine, vamps stuck and toes blocked if necessary, one coat of filler applied to vamp with sponge, ragged off, tops ironed with hot iron by hand, cleaner applied to tops with brush, tops ragged off, ...	17
Gun metal with hot-ironed tops: ironed with hot iron on power machine, touched up with hot iron by hand if necessary, one coat of filler applied to vamp and top with sponge, ragged off,	12½
Gun metal with cloth tops, black or colored: ironed with hot iron on power machine, ironed by hand if necessary, one coat of filler applied to vamp with sponge, ragged off, cleaner applied to top with brush, ragged off, ...	15
Gun metal with fancy tops unironed, hand work: vamps ironed by hand, one coat of filler applied with sponge, ragged off, top cleaned with dry brush, ...	14
Vici kid, vamp or top: ironed with hot iron on power machine, toes blocked up, ironed by hand if necessary, one coat of filler applied with sponge, ...	12½
Vici kid with unironed top, hand work: ironed by hand with hot iron on vamp, one coat of vici filler applied to vamp with sponge, one coat of dull filler applied to top with sponge, . . .	14
Vici with hot-ironed, dull top: ironed with hot iron by power machine, hot-ironed by hand if necessary, one coat of vici filler applied to vamp with sponge, one coat of dull filler applied to top with sponge, ...	16
Vici with patent-leather tip: ironed with hot iron on power machine, ironed by hand if necessary, one coat of vici filler applied with sponge, cleaner applied to tip, ragged up, ...	15
Painted or doped shoes, hand work: cleaner applied, ragged off, one coat of dope applied with brush, sponged off, jack swung, second coat of dope applied with sponge when dry, polished up when dry, ...	25

	Per 12 Pair.
Cordovan shoes: racked off and sized out, cleaned, one coat of dye applied with sponge, one coat of filler applied with sponge, ironed with cold iron on power machine, stuck if necessary, chalked and palmed down, one coat of dressing applied with sponge, palmed to a polish,	$0 50
Tan cabaretta: ironed on power machine with hot iron, ironed by hand if necessary, cleaner applied with brush, ragged off,	20
Gun metal, hand-treed: racked off and sized out, ironed with hot iron on jack, one coat of filler applied, ragged off,	14
Russian calf, treed by hand: racked off and sized out, cleaned, one coat of polish applied when dry, polished up when dry,	27
Tan vici, treed by hand: racked off and sized out, ironed with hot iron, one coat of dressing applied with sponge, jack swung, second coat of dressing applied with sponge when dry,	20
Doped or refinished shoes by machine: racked off and sized up, run through machine, ironed by hand when necessary, washed: —	
One coat of polish applied,	20
One coat of dope applied,	25
Finished on hand jack: —	
Ragged up, one coat of dope applied, ragged up,	16
Ragged up, one coat of polish applied, ragged up,	14

Hour price, $0.33½.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

CHURCHILL & ALDEN COMPANY — BROCKTON.

On November 1 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Churchill & Alden Company, shoe manufacturer of Brockton, and carton-markers. (235)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 24 cents per hour shall be paid by Churchill & Alden Company in the Ralston and Farnum Factories at Brockton for carton-marking by hand, as the work is there performed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

CONDON BROTHERS & CO. — BROCKTON.

On November 1 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Condon Brothers & Co., shoe manufacturers of Brockton, and finishers. (217)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 15 cents per 24 pair shall be paid by Condon Brothers & Co., at Brockton, for scouring heels with two papers before edges are trimmed, and smoothing heels with one paper after edges are set, as the work is there performed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

McCALLUM HOSIERY COMPANY — NORTHAMPTON; NORTHAMPTON SILK COMPANY — FLORENCE.

On November 3 the knitters, about 150 in number, employed in the mills of the McCallum Hosiery Company at Northampton and its subsidiary, the Northampton Silk Company at Florence, struck for a 9-hour day with 10 per cent. increase in pay. The parties began on November 4 to confer on a possible settlement. Their failure to agree at that time gave rise to grave apprehensions of the strike's spreading to all the other departments, or causing a general shut-down, extending to the allied establishment in Rhode Island.

On November 5 the employer notified the Board of the Northampton and Florence strikes, but, when the Board was

about to go to the scene of the difficulty, information was received from the employer that the controversy had been composed. The strikers returned on the morning of November 6.

ARTHUR A. WILLIAMS — HOLLISTON.

On November 8 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Arthur A. Williams, shoe manufacturer of Holliston, and employees. (259)

Having considered said application and heard the parties by their duly authorized representatives, the Board awards an increase of 10 per cent. of wages paid on November 1, 1917, to employees whose wages have not been increased since September 1, 1917; and to such employees as have been granted since September 1 an increase of less than 10 per cent. a further increase shall be granted sufficient with the prior increase to equal 10 per cent. Fifty hours shall constitute a week's work by agreement of the parties.

By agreement of the parties this decision shall take effect as of date of November 1, 1917.

By the Board,

Bernard F. Supple, *Secretary.*

E. E. TAYLOR COMPANY — BROCKTON.

On November 8 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between E. E. Taylor Company, shoe manufacturer of Brockton, and solelayers. (237)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants

nominated by the parties, the Board awards that 8⅝o cents per 24 pair shall be paid by E. E. Taylor Company, at Brockton, for laying soles of Russian army shoes, as the work is there performed.

By agreement of the parties this decision shall take effect as of date of August 30, 1917.

By the Board,

Bernard F. Supple, *Secretary.*

COAL, HAY AND GRAIN DEALERS — HAVERHILL.

On November 9 a notice of controversy was received from teamsters, chauffeurs, screeners, mill men and helpers employed by the coal, hay and grain dealers of Haverhill. They stated the controversy as one occasioned by the employers' refusal to submit pending differences to this Board, as provided in Article VI. of their agreement.

They subsequently submitted a question of wage increase to the local fuel board and to the Massachusetts Committee on Public Safety, and a conference was arranged for November 21. The employers in the meantime granted the increase, $2 a week, which met the approval of all concerned. On December 2 the Teamsters' Union accepted the settlement for the duration of the war.

SOULE MILL — NEW BEDFORD.

Believing that an offer of $1.33⅓ a cut would be equivalent to a 7 per cent. reduction, the weavers of the Soule Mill in New Bedford objected and asked for $1.75. The management of the mill offered $1.50. The weavers, 23 in number, declined the offer, and quit work on November 11. The next day nearly 300 operatives were out on strike, —

weavers, quillers, beamers, slashers, etc. During the week that followed, hope of an agreement grew less. The mule spinners joined the strike on November 21.

The next day conferences were resumed. This Board, desiring that there should be no further disagreement, interposed with advice to both parties. Mr. Wood of the Board, arriving in New Bedford on the 23d, learned that a mutual settlement had just been effected. The mill hands returned on November 26.

CHURCHILL & ALDEN COMPANY — BROCKTON.

The following decision was rendered on November 12: —

In the matter of the joint application for arbitration of a controversy between Churchill & Alden Company, shoe manufacturer, and edgemakers in the Farnum Factory at Brockton. (221)

Having considered said application, heard the parties by their duly authorized representatives, and investigated the character of the work in question and the conditions under which it is performed, the Board awards that there be no change in the prices paid by Churchill & Alden Company in the Farnum Factory at Brockton for edgetrimming and edgesetting (one setting, including blacking and brushing) as the work is there performed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

CHARLESTOWN GAS COMPANY — BOSTON.

Sixty gas-hour men employed by the Charlestown Gas Company struck on November 14 for certain changes in the hours of duty, 75 cents a day increase and time and one-half for overtime work. The parties came together in the presence of the Board on November 16 and agreed on 50 cents

increase in the daily wage, time and one-half for overtime work, retention of the hour schedule, except that retort men were granted the 9-hour day, and that the wheeling of ashes from the furnaces should be performed by yard men instead of by firemen. All hands without exception returned to work on November 17.

W. L. DOUGLAS SHOE COMPANY — BROCKTON.

On November 15 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between W. L. Douglas Shoe Company of Brockton and vampers, in Factory No. 1. (258)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 80 cents per 12 pair shall be paid by W. L. Douglas Shoe Company in its Factory No. 1, at Brockton, for vamping bellows-tongued seamless Bluchers, four rows with one-needle machine, as the work is there performed.

By the Board,

Bernard F. Supple, *Secretary.*

CLEARING HOUSE PARCEL DELIVERY COMPANY — BOSTON.

The Clearing House Parcel Delivery Company of Boston, in the exercise of its right to dismiss a workman, offended its team drivers, who denied the right, insisted upon his reinstatement and struck on November 21. The employer thereupon notified this Board, saying: —

The company and the union of department-store drivers, chauffeurs and helpers have an agreement providing explicitly for an appeal to arbitration in the case of an employee who claims unjust discharge.

The men, acting as individuals and not as a union, struck, refusing all arbitration, and refusing to return to work unless the employee is reinstated without qualification.

The Board endeavored to mediate, but the men preserved an awkward silence or made irrelevant remarks. The attention of the general organizers was called to the difficulty. By the authority and persuasion of Mr. John Fenton and his associates the men returned to work on November 22.

W. L. DOUGLAS SHOE COMPANY — BROCKTON.

On November 22 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between W. L. Douglas Shoe Company of Brockton and employees in the packing department. (241)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 24 cents per hour shall be paid by W. L. Douglas Shoe Company, at Brockton, for lacing, cleaning and mating shoes as there performed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

E. E. TAYLOR COMPANY — BROCKTON.

On November 22 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between E. E. Taylor Company, shoe manufacturer of Brockton, and vampers. (273)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-

matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices shall be paid by E. E. Taylor Company at Brockton for the work as there performed: —

	Per 12 Pair.
Vamping United States navy shoes, Blucher-bal pattern: —	
First operation: two rows, two-needle machine, . . .	$0 32
Second operation: lip, bar and third row, single-needle machine,	22

By agreement of the parties this decision shall take effect as of the date on which the work in question was introduced into the factory.

By the Board,

Bernard F. Supple, *Secretary*.

SACO-LOWELL SHOPS — LOWELL.

On November 27 a notice of strike of 120 laborers was received from Constantine P. Anton, Esq., praying the Board to mediate with a view to effecting a settlement between the Saco-Lowell Shops and the employees, who were mostly Greeks and Poles unfamiliar with the English language. The Board had separate interviews with the parties in the following week.

It appeared that continuous service for a year or more entitled the laborers to a bonus of 12 per cent. of the monthly earnings thereafter, during unbroken continuity. The strike demand was a 6-cent increase in the rates per hour, non-forfeiture of bonus, correction of alleged petty tyranny and improved sanitation. The Board found that sanitary devices were in process; that required discipline had been mistaken for oppression; and that the employer would grant 2 cents an hour increase, but no bonus to those who had wilfully forfeited it. The employer was willing to

confer on a settlement, in the presence of the Board, with Mr. Anton and the strike committee.

A conference was had on December 3. The strikers announced that they had commuted their demands to 3 cents an hour increase and non-forfeiture of bonus. The employer offered 2 cents and no bonus. The men waived the demand for the bonus. The employer would make no further concessions. The Board explained arbitration as the only means of dissolving a deadlock and suggested a local board; but the parties were not sure that they could safely leave their controversy to the hazard of an award by such a board as might be improvised. The methods of the State Board, acting as arbitrators, and the rights and duties of the parties, were carefully explained when the conference gave signs of breaking up. Separate meetings and private discussions were going on when the conference was again called to order. A prolonged effort to find a middle ground resulted in an agreement solely on the point of wages, whereby the hour rates were raised 2½ cents. The controversy was at an end; the strike was declared off. The Greeks and Poles returned to work thereupon, and both parties thanked the Board.

HIGHLAND HOTEL — SPRINGFIELD.

Employees, members of the Cooks' and Waiters' Union, about 50 in number, notified this Board on November 30 of intention to strike in the Highland Hotel in Springfield. It appeared on inquiry that the motive was to compel the proprietor to observe certain articles of agreement drawn up

and assented to on October 1. The proprietor notified the mayor of Springfield, and the mayor notified the Board, and requested a prompt visit with a view to effecting an agreement.

Fitting advice to avoid hasty action was given by the Board to both parties. The Board mediated between them at Springfield on November 26. Separate interviews were had with the parties and a conference was arranged; an agreement was reached and the strike was averted.

EMERSON SHOE COMPANY — ROCKLAND.

On November 30 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between the Emerson Shoe Company of Rockland and lasters. (271)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 88 cents per 24 pair be paid by the Emerson Shoe Company at Rockland for operating the bed machine in lasting whole-vamp, United States navy shoes. The construction of the vamp in question and the factory system render necessary an operation not performed on more recent orders under navy specifications.

By agreement of the parties the decision shall take effect as of the date on which the work was introduced into the factory.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

A. J. BATES COMPANY — WEBSTER.

The matter of an application from A. J. Bates Company and lasters was in November and December the subject of investigation by this Board, aided by qualified experts who were nominated by the parties. The controversy was brought to an end on December 12 at a conference of parties in the presence of the Board. The agreement was committed to writing, signed by the parties and placed on file.

FIREMEN — NEW BEDFORD.

On December 4 the union of mill firemen in New Bedford, comprising 250 men, struck to enforce their demands for an 8-hour work day without reduction of pay. Every cotton mill and every yarn mill were affected; a closure, if general, would throw 30,000 mill hands out of work, and such a result was apprehended in view of the difficulty of obtaining licensed firemen to break the strike. The Passaic and four other mills granted the demands and the firemen returned to work. Men from other departments of mill work were assigned to the vacant places, and a conference of parties to the strike controversy was arranged by the Board. Two daughters of one of the firemen were discharged from the drawing-in room of one of the mills where they were employed, and their reinstatement became the subject of another demand.

The Board was present before and during the strike, and was active in bringing about conferences, which were continued from day to day until the 8th, when an agreement

was reached, — substantially that the week's work should be performed in from 56 hours, the minimum, to 63, the maximum, with one holiday in seven days; the schedules of the respective mills to be mutually arranged by the parties affected, the rate of pay to have the same average as before the strike. All hands returned immediately and received their former jobs without discrimination.

T. D. BARRY COMPANY — BROCKTON.

On December 4 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between the T. D. Barry Company, shoe manufacturer of Brockton, and employees in the lasting department. (304)

Having considered said application and heard the parties by their duly authorized representatives, the Board finds that the employer through error in complying with the terms of the award of August 23, 1917, has not paid $0.396 for 24 pair, which is the price that was determined for the item in question: "Assembling by hand, viz.: pasting counters, pasting toe linings, driving tack in back of counter by machine," this being the operation as described in the application.

By the Board,

Bernard F. Supple, *Secretary.*

AMERICAN WOOLEN COMPANY — MAYNARD.

On December 15 certain spinners in the employ of the American Woolen Company at Maynard invoked the assistance of the Board, endeavoring to secure conference with the president of the company on "several grievances of long standing," not specified. The Board, having ascertained that the company was willing to discuss with the mill hands

or their agents any real or fancied grievance, and that appeals from the local management might on occasion be carried to higher quarters without prejudice to any concerned, so replied to the spinners' committee, advising them to seek first the company's representative at Maynard, and saying that a controversy cannot be said to exist until such an effort results in failure to meet or to agree. The men for some unknown reason did not adopt with simplicity the course advised, and during the next four weeks made repeated appeals to this Board to bring about a conference with the president of the company.

Meanwhile the policy of the local union of the Mule Spinners' Association underwent a change. New officers were elected; the grievance committee was dismissed. The American Woolen Company granted a general increase in wages. No sign of discontent has since appeared.

REGAL SHOE COMPANY — WHITMAN.

On December 17 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between the Regal Shoe Company of Whitman and employees in the bottoming and finishing departments. (266)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by the Regal Shoe Company at Whitman for the work as there performed: —

	Per 12 Pair.
Scouring heel breasts, straight heels, all heights,	$0 0275
Scouring and smoothing straight heels more than 1½ inches high,	0825
Expediting heels 1½ inches high and more than 1½ inches,	088
Blacking or staining heels,	01375
Bottom-filling,	022
Tacking in shanks,	03
Sole-laying,	055
Heel-shaving straight heels more than 1½ inches high,	0825
Rough-scouring heels, one paper, straight heels more than 1½ inches high,	044
Heel-breasting,	033
Inseam-trimming by machine,	04

By agreement of the parties the above prices shall take effect as of date of October 1, 1917, except on bottom-filling, tacking in shanks, sole-laying and inseam-trimming.

By the Board,

Bernard F. Supple, *Secretary.*

GEORGE E. KEITH COMPANY — BROCKTON.

On December 26 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between George E. Keith Company, shoe manufacturer of Brockton, and treers in Factory No. 1. (297)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that one-quarter of a cent per pair extra be paid by George E. Keith Company in Factory No. 1, at Brockton, for cleaning russet shoes with cherry-stain wash, and applying one coat of polish.

By agreement of the parties this decision shall take effect as of September 27, 1917.

By the Board,

Bernard F. Supple, *Secretary.*

E. E. TAYLOR COMPANY — BROCKTON.

On December 26 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between E. E. Taylor Company, shoe manufacturer of Brockton, and employees. (277)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 27½ cents per hour be paid by E. E. Taylor Company, at Brockton, for nailing and strapping wooden boxes as the work is there performed.

By the Board,

Bernard F. Supple, *Secretary.*

T. D. BARRY COMPANY, CHURCHILL & ALDEN COMPANY, CONDON BROTHERS & CO., W. L. DOUGLAS SHOE COMPANY (FACTORY NO. 3), CHARLES A. EATON COMPANY, FRED F. FIELD COMPANY, GEORGE E. KEITH COMPANY, E. E. TAYLOR COMPANY, THOMPSON BROTHERS, INC., WHITMAN & KEITH COMPANY — BROCKTON.

On December 26 the following decision was rendered: —

In the matter of the joint applications for arbitration of a controversy between T. D. Barry Company, Churchill & Alden Company, Condon Brothers & Co., W. L. Douglas Shoe Company (Factory No. 3), Charles A. Eaton Company, Fred F. Field Company, George E. Keith Company, E. E. Taylor Company, Thompson Brothers, Inc., and Whitman & Keith Company, shoe manufacturers of Brockton, and employees. (284–293)

Having considered said applications and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants

nominated by the parties, the Board awards that there be no change in the prices paid by said shoe manufacturers of Brockton for seeking and removing tack-points as the work is there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

BAY STATE STREET RAILWAY COMPANY.

Report of controversy between the Bay State Street Railway Company and carmen in its employ occasioned the Board's mediation on December 26. The inconvenience that a strike would inflict upon the public excited grave apprehensions, but no strike sentiment had been exhibited. The Board found that the parties were negotiating in the expectation of reaching an agreement and was assured that if negotiations should fail the carmen would communicate the fact to the Board and make known their intentions before resorting to any hostile measure.

The negotiations lasted a month. On January 25, 1918, sixteen local unions holding simultaneous meetings accepted the terms of peace laid down by the company.

HENDEE MANUFACTURING COMPANY — SPRINGFIELD.

The following agreement upon the relations of employer and employed for the calendar year 1918, between the Hendee Manufacturing Company of Springfield and various branches of the metal trades, duly signed, was filed with this Board on December 18: —

SECTION 1. The regular working hours shall be as follows: For days: 7.20 A.M. to 12 noon, 1 P.M. to 5 P.M., each day excepting Saturday, when the quitting time will be 12 noon. For nights: 8.30 P.M.

to 1.30 A.M., 2 A.M. to 6.40 A.M., each night excepting on Friday, when the quitting time will be 6.20 A.M.

Employees must be in their respective departments and be prepared to begin work at starting time.

SECTION 2. When overtime is necessary, time and one-half will be paid after regular working hours up to 12 o'clock, after which double time will be paid for continuous work during the balance of day or night, as the case may be. Double time will be paid for Sunday and the following holidays: Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, New Year's, Patriot's Day, Columbus Day.

SECTION 3. Pieceworkers will be paid overtime at the rate of piecework price plus one-half hourly or day work rate.

SECTION 4. When once a permanent piecework price is set, it shall remain in force, except when there is a change in material, tools, method of operation, or when by mutual agreement of both parties directly interested.

Furthermore, there shall be no limit to the amount an employee shall produce, providing standard quality is maintained.

SECTION 5. Piecework price will be set on a standard of work which will pass the company's inspection, and employees will be paid only for good work they produce.

SECTION 6. In case of a disagreement in a piecework price, and a demonstration is requested by either the company or employee, the company will appoint a demonstrator within its employ to make said demonstration, and new piecework price will be set accordingly. It is furthermore agreed that demonstration will be made for one-half day, or consuming material at hand not sufficient for a one-half day demonstration.

SECTION 7. Any person or persons governed by this agreement having a grievance will make a personal effort to adjust same with the foreman. Failing in this, it will be turned over to the shop committee, who will first confer with the foreman and finally with the general superintendent, if necessary. Pending settlement of the question there shall be no cessation of work, and a faithful adherence of both parties to this agreement will surely accomplish the desired result. Grievances will be promptly investigated and decision rendered at the earliest possible moment. Failure on the part of both parties to this agreement to agree, said grievance or grievances shall be submitted to the Massachusetts State Board of Conciliation and Arbitration.

SECTION 8. Both parties to this agreement agree that there shal

be no discrimination or intimidation of employees by either the company or the employees.

Section 9. This agreement shall take effect from date and continue in effect for one year. Should either party desire a change, a written notice shall be given at least thirty days prior to its expiration. Failing to give said notice, this agreement shall continue in force from year to year.

Section 10. It is furthermore agreed that should national conditions make the present wages paid employees below a standard paid in other competitive manufacture the company will receive and consider any grievance on same and return an answer within thirty days from date of presentation.

Section 11. Copies of this agreement will be made and signed by a representative of the company, together with the undersigned representatives of employees in conference, one copy of which shall be held by the Massachusetts State Board of Conciliation and Arbitration, one by the president, Central Labor Union, Springfield, Mass., one by the Hendee Manufacturing Company, Springfield, Mass., and one each by the undersigned representatives.

SLATER & MORRILL, INC. — BRAINTREE.

On January 3, 1918, the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Slater & Morrill, Inc., shoe manufacturer of Braintree, and undertrimmers. (305)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the price paid by Slater & Morrill, Inc., at Braintree, for undertrimming men's shoes, as the work is there performed.

By the Board,

Bernard F. Supple, *Secretary.*

WORCESTER BREWING CORPORATION — WORCESTER.

On January 3, 1918, the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between the Worcester Brewing Corporation of Worcester and employees. (308)

The question submitted in this case is, "Whether more than one employee in the kettle department shall be paid $26 per week, as per terms of said contract, section 25."

Section 25 of the contract provides, in that part of said section entitled "Scale of Wages," third item, "One man in kettle department, $26." The company now pays to one man in the kettle room a wage of $26 per week, and is not obliged, in compliance with the terms of said contract, to pay $26 to more than one man so employed.

By the Board,

Bernard F. Supple, *Secretary.*

J. L. WALKER & CO. — LYNN.

On January 3, 1918, the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between J. L. Walker & Co., shoe manufacturers of Lynn, and outsole-cutters. (310)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that $21 per week be paid by J. L. Walker & Co., at Lynn, for cutting outsoles from side leather on beam dinker, as the work is there performed.

By agreement of the parties this decision shall take effect as of November 22, 1917.

By the Board,

Bernard F. Supple, *Secretary.*

HENNESSEY, MAXWELL & HENNESSEY SHOE COMPANY — LYNN.

On January 3, 1918, the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Hennessey, Maxwell & Hennessey Shoe Company of Lynn, and finishers. (314)

Having considered said application and heard the parties by their duly authorized representatives, the Board is of opinion that no discrimination was shown by Hennessey, Maxwell & Hennessey Shoe Company in relation to the discharge of Harry Trayers; that the employer was within his rights in making such discharge, and therefore is not bound to reinstate him in his former position.

By the Board,

Bernard F. Supple, *Secretary.*

MEMBERS OF LYNN SHOE MANUFACTURERS' ASSOCIATION — LYNN.

On January 8, 1918, the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between members of the Lynn Shoe Manufacturers' Association and vampers. (298)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the members of the Lynn Shoe Manufacturers' Association shall pay for vamping a cylinder or circular vamp shoe with square throat of the pattern submitted one-half cent per pair more than for an ordinary round-throated cylinder or circular shoe.

By agreement of the parties this decision shall take effect upon the date of the inception of the work in the respective factories.

By the Board,

Bernard F. Supple, *Secretary.*

On January 24 the following decision was rendered: —

Supplemental Decision.

In the matter of the joint application for arbitration of a controversy between members of the Lynn Shoe Manufacturers' Association and vampers. (298)

Having considered said application and its question, "What is a square-throated vamp?" heard the parties by their duly authorized representatives, inspected the patterns submitted, investigated the conditions under which vamping is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board finds that vamps of the pattern No. 95, submitted by Hennessey, Maxwell & Hennessey Shoe Company, are square-throated, and determines the question of square-throated vamp as follows: a vamp is square-throated when its corners are sharp or slightly rounded and its throat line is straight or nearly so.

By the Board,

Bernard F. Supple, *Secretary.*

THE G. W. HERRICK SHOE COMPANY — LYNN.

On January 10, 1918, the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between the G. W. Herrick Shoe Company of Lynn and employees. (157)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by the G. W. Herrick Shoe Company to employees in its factory at Lynn for work as there performed: —

	Per Pair.
Cutting comfort shoes by hand: —	
Juliet,	$0 03
Juliet, split vamps,	03¼
Oxford,	03
Unlined Oxford,	03
Blucher Oxford (no tongue), including pricking,	03½
One-piece bal, pattern No. 160,	04¾
Sandal: —	
One-strap,	03½
Two-strap,	04
Congress,	03
Blucher Polish, including pricking,	04½
Unlined bal,	03
Polish, whole quarter,	04
Button, whole quarter,	04½
Extras: —	
Tongues, stays and tips (by agreement),	00½
Circular foxings, if cut with work,	00¾
Circular foxings, if worked in,	01
18 pair or fewer (by agreement),	00½
Cutting kid leather, welt shoes only,	00½
Hour work (by agreement), per hour,	50
Cutting by machine: —	
Two-strap sandal, Oxford and bal (by agreement), 25 per cent. off hand prices.	
Juliet, 25 per cent. off hand prices.	
Fifty hours to constitute a week's work.	
Lasting welt shoes: —	
Black kid: —	
Pulling-over by hand,	06½
Operating,	02½
Colored kid: —	
Pulling-over by hand,	06¾
Operating,	02½
Patent, other leathers, and fabrics: —	
Pulling-over by hand,	07
Operating,	02¾
Patent leather tipped, operating, extra (by agreement),	00¼
Up or down, extra,	01
Blucher, extra,	00½
Combination lots, extra,	00½
Twelve pair or fewer, extra,	00½
Sample or single pair, extra (by agreement): —	
Pulling-over,	02
Operating,	01
Hour work, per hour, $0.50.	
Setting edges, welt shoes: —	
Women's welt shoes,	24
White or yellow stitch, red or black edges, extra (by agreement),	04
Fancy colors of a delicate nature, uncovered, extra (by agreement),	04

	Per Pair.
Setting edges, welt shoes — *Concluded.*	
Sample, regular work (by agreement),	$0 36
Ironing turn shoes, high or low cut,	12
Shaving turn shoes: —	
On the last; on 10-eighths (by agreement),	08
Off the last (by agreement),	06
Scouring turn shoes: —	
Under 8-eighths,	05
8-eighths to 10-eighths, inclusive (by agreement),	07
Slugging, on last: —	
Three nails,	03
Halfway or all around (by agreement),	04
Breasting: —	
On last, patterns Nos. 30, 32, 48, 62 (by agreement),	06
Regular work, under 10-eighths,	03
Regular work, 10-eighths or taller,	03½

Nailing brass nails in Louis heels, $0.40 per 100 pair.

The Board further awards an increase of 10 per cent. for all employees except those in the cutting room and those working on welt shoes in the following departments: lasting, Goodyear, heeling and edgemaking; such increase to continue in force, by agreement, until such time as the Lynn Shoe Manufacturers' Association shall adopt different prices.

The above prices, by agreement, shall take effect from February 15, 1917, except on the item of cutting kid leathers, the price for which shall date from May 1, 1917.

By the Board,

Bernard F. Supple, *Secretary.*

L. Q. WHITE SHOE COMPANY — BRIDGEWATER.

On January 31, 1918, the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between the L. Q. White Shoe Company of Bridgewater and employees. (302)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants

nominated by the parties, the Board awards that the following prices shall be paid by the L. Q. White Shoe Company to employees at Bridgewater for work as there performed: —

	Per 12 Pair.
Pulling-over by machine, navy shoes,	$0 15
Side-lasting by hand, navy shoes,	20
Operating No. 5 machine, navy shoes,	40
Quilting soles, Russian shoes,	06
(These four prices shall take effect from October 8, 1917.)	
Slugging heels, Russian shoes,	06
(This price shall take effect from October 17, 1917.)	
Pulling lasts (Factory A),	033
Heel-slugging: —	
Marching shoes,	07½
Navy shoes,	07½
(These three prices shall take effect from November 1, 1917.)	
Heel-burnishing: —	
Trench shoes,	02¾
Navy shoes,	04⅛
Marching shoes,	04⅛
Laying soles, trench shoes,	04
Heeling, Russian shoes: —	
Lightning machine,	07
Model B machine,	06

By the Board,
BERNARD F. SUPPLE, *Secretary.*

NORMALITY CERTIFICATES.

Chapter 347 of the Acts of 1914, as amended by chapter 89 of the General Acts of 1916, provides for the employer's application to this Board for a determination of the question whether a business once involved in a strike, lockout or other labor trouble has recovered its usual course. Certificates affirming that business "is being carried on in the normal and usual manner and to the normal and usual extent" were issued on such applications to the following-named employers: —

Empire Manufacturing Company of Boston (February 20);

Brown & Co. of Boston (April 17); Essex Wood Heel Company, Haverhill Wood Heel Company, Pentucket Wood Heel Company, New England Heel Company, Sanders & Wason Company, Star Wood Heel Company, United Die Block & Wood Heel Company of Haverhill (March 12); Fred W. Mears Heel Company of Haverhill (March 22); Bay State Corset Company of Springfield (April 26); Mead-Morrison Manufacturing Company of Boston (May 4); A. J. Tower Company of Boston (May 4); Golding Manufacturing Company of Franklin (July 3); United Injector Company of Boston (October 2); Knipe Brothers of Haverhill (January 10, 1918).

An application of a Pepperell manufacturer and two applications of the Hotel Plaza Company, of Boston, were dismissed. A Haverhill shoe manufacturing corporation made application and withdrew it after the hearing. Proceedings in certain other cases of this kind are stated on other pages.

The foregoing report is respectfully submitted.

WILLARD HOWLAND,
CHARLES G. WOOD,
FRANK M. BUMP,
State Board of Conciliation and Arbitration.

BERNARD F. SUPPLE,
Secretary.

February 1, 1918.

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